



Connecticut Lottery Corporation

Request for Proposals #CLC201107

ADDENDUM #1

Supplier Diversity Consultant Services

December 5, 2011

The following changes have been made to the Supplier Diversity Consultant Services Request for Proposals issued on November 23, 2011 and are reflected in the updated version of the RFP.

Attachment J: Important Notices-Notice to Department of Consumer Protection. This notice has been revised to correctly identify the Department of Consumer Protection as successor to the Division of Special Revenue.

SEEC Form 11: Omitted from the initial RFP but is now added to Required Documents.

Connecticut Lottery Corporation
777 Brook Street
Rocky Hill, CT 06067
860-713-2700

Request for Proposals

RFP Number:

CLC201107

RFP Description:

Supplier Diversity Consultant Services

RFP Issue Date:

November 23, 2011

Proposal Due Date:

January 6, 2012

NOTE: Proposals received after the due date and time will be rejected. Please review this document carefully for instructions about completing and submitting a proposal.

RETURN SEALED PROPOSALS TO:

Susan Starkowski
Fiscal Administrative Officer (Purchasing Officer)
Connecticut Lottery Corporation
777 Brook Street
Rocky Hill, CT 06067



RFP # CLC201107

VENDOR CHECKLIST

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

1. **Read the entire document.** Note critical items such as mandatory requirements, required services, date to submit, number of copies required, terms and conditions of the Contract.
2. **Note the Purchasing Officer's name, address, phone numbers and email address.** This is the only person who is allowed to communicate with Vendors regarding this solicitation.
3. **Attend the Pre-Proposal conference, if one is offered.** These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the CLC of any ambiguities, inconsistencies or errors in the solicitation.
4. **Take advantage of the Question and Answer period.** Submit your questions to the Purchasing Officer by the Submission Date listed in the Schedule of Events and view the answers given in the formal addenda issued for the solicitation. All addenda issued for a solicitation are posted on the CLC website and will be available as well on the State of Connecticut, Department of Administrative Services Procurement Portal. Addenda will include all questions asked and answers provided for this solicitation.
5. **Follow the format required in the solicitation when preparing your response.** Provide point-by-point responses to all sections in a clear and concise manner.
6. **Provide complete answers/descriptions.** Read and answer all questions and requirements. Do not assume the CLC or the Evaluation Committee will know what your capabilities are or what services you can provide even if you have previously contracted with the CLC. The Proposals are evaluated based solely on the information and materials provided in your response.
7. **Use the forms provided** (i.e. pricing form, release forms, affidavit, etc.)
8. **Check the CLC's website for RFP addenda.** Before submitting your Proposal, check the CLC's website at www.ctlottery.org or the State of Connecticut, Department of Administrative Services Procurement Portal to see whether any addenda were issued for the solicitation.
9. **Review and read the solicitation document more than once to make sure that you have addressed all requirements.** Your original response and the requested copies must be identical and complete. The copies are provided to the Evaluation Committee and will be used to score your response.
10. **Submit your original response and Ten (10) exact duplicate copies of your response (EXCLUDING the Pricing Schedule) in an envelope labeled Envelope #1 no later than the Submission Date. ONE (1) original copy of the Pricing should be submitted in a separately-sealed envelope labeled Envelope #2.** Pay close attention to all the dates and times listed in the Schedule of Events, and be sure to submit all required items on time. Late Proposal responses will be rejected and may be returned unopened to the Vendor.

This checklist is provided to assist Vendors in preparing their Proposal. It should not be submitted with the Proposal.



Supplier Diversity Consulting Services

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PART I: INTRODUCTION

The Connecticut Lottery Corporation, a quasi-public agency with the purpose of generating revenues for the State of Connecticut's General Fund, issues this Request for Proposals for its exclusive use. The purpose of this Request for Proposals is to obtain competitive, sealed proposals from qualified vendors to assess current Supplier Diversity practices, provide a gap analysis, and assist in setting goals and metrics for Supplier Diversity measurements for the Connecticut Lottery Corporation at its Headquarters located at 777 Brook Street, Rocky Hill, CT. For details of the requested services refer to Part VI Technical Specifications within this Request for Proposal.

Proposals will be received until January 6, 2012, 2:00 p.m. Eastern Time at the Connecticut Lottery Corporation, Attention: Susan Starkowski, Fiscal Administrative Officer (Purchasing Officer), 777 Brook Street, Rocky Hill, Connecticut 06067. Proposals received after that date and time will be rejected. Proposals must be submitted in two (2) separate envelopes including an original and copies as provided for in Section 2.07.03 below.

Prospective vendors shall examine each part, appendix and attachment of this Request for Proposals and shall comply with and conform strictly to each of its instructions, provisions, specifications, terms, and conditions.

The Connecticut Lottery Corporation reserves the right to reject, in whole or in part, any and all proposals, to waive any informality and non-material deficiency in the Request for Proposals process or a proposal itself, if the Connecticut Lottery Corporation, in its sole discretion, determines such waiver to be in its best interests.

Proposals must remain in effect for one hundred twenty (120) calendar days after the Submission Date, to allow the Connecticut Lottery Corporation to review and evaluate the proposals, investigate the vendor's qualifications, and award and execute a contract.

All provisions, specifications, terms and conditions of this Request for Proposals shall be made a part of the contract between the Successful Vendor and the Connecticut Lottery Corporation.

The Connecticut Lottery Corporation (CLC) strongly encourages participation by, and involvement of, minority and woman-owned businesses. In order to achieve or exceed the goals established by the CLC, and to provide equal business opportunity in the procurement process, the CLC encourages Vendors to contract with minority and woman-owned businesses whenever and wherever possible. The CLC shall make every reasonable effort to utilize minority and woman-owned businesses when opportunities exist in the marketplace to do so. The CLC encourages and facilitates full participation of qualified and competitive minority and woman-owned businesses by utilizing media likely to inform potential minority and woman-owned businesses of the bid being sought, and by identifying minority and woman-owned businesses that have previously indicated interest in the procurement process with respect to the lottery industry. Vendors are asked to carefully consider inclusion of minority and woman-owned businesses in the development of a Proposal and provisions of Services. No Vendor shall discriminate against minority or woman-owned businesses and every Vendor shall have and provide with its Proposal a policy of equal employment opportunity.



PART II: PROPOSAL INSTRUCTIONS, PROCEDURES AND FORMAT

2.01 DEFINITIONS

The following defined terms used throughout this Request for Proposals shall have the following meanings:

- ❖ “Award” – the CLC’s tentative selection of the successful Vendor. The CLC may rescind an Award at any time prior to execution of a Contract.
- ❖ “Business Day” – Monday through Friday, excluding Holidays.
- ❖ “CLC” or “Lottery” – the Connecticut Lottery Corporation.
- ❖ “Contract” – to be entered into between a Vendor and the CLC for the goods and services described in this RFP.
- ❖ “Department of Consumer Protection,” or “DCP” – the CLC’s regulatory agency.
- ❖ “Evaluation Committee”— the group of CLC employees who will review the Proposals.
- ❖ “GNEMSDC” – the Greater New England Minority Supplier Development Council.
- ❖ “Holidays” – currently, 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 change the number of holidays and corresponding dates.
- ❖ “Proposal” – all materials, information and documents submitted by a Vendor in response to this RFP, including but not limited to Vendors’ questions and the CLC’s answers.
- ❖ “Submission Date” - January 6, 2012 at 2:00 p.m. Eastern Time.
- ❖ “First Tier Supplier” – a supplier that invoices the customer directly for goods and services.
- ❖ “Second Tier Supplier” – a supplier that invoices a First Tier supplier for goods and services rendered.
- ❖ “Vendor” – any individual or business entity submitting a Proposal in response to this RFP, including the Vendor’s parent corporation and each other subsidiary of that parent corporation. The term “Vendor” shall also include each and every independent contractor or subcontractors the Vendor proposes to use in performing the Contract.



2.02 RIGHT TO AMEND OR TERMINATE RFP

The CLC may, in its sole discretion, clarify, modify, amend, alter or terminate this RFP when it is in the CLC's best interests. Any such action shall be effected by a posting on the State of Connecticut, Department of Administrative Services Purchasing Portal, Bidder Notification System and on the Lottery's website at <http://ctlottery.org/Modules/Bids/default.aspx>.

2.03 SCHEDULE OF CERTAIN KEY EVENTS AND DEADLINES

Event	Deadline
RFP issued	November 23, 2011
Vendor Questions Submitted	December 7, 2011, 2:00 P.M. Eastern Time
CLC Responses to Questions Issued	December 14, 2011
Proposal Submission Date	January 6, 2012, 2:00 P.M. Eastern Time
Interview Highest Scoring Candidates (CLC's Discretion)	January 23-26, 2012
Anticipated Notice of Award	February 16, 2012
Anticipated Contract Effective Date	March 1, 2012

2.04 VENDOR QUESTIONS AND COMMENTS

All questions and comments concerning the CLC's procurement process or this RFP must be directed only to:

Susan Starkowski (Purchasing Officer)
 Fiscal Administrative Officer
 Connecticut Lottery Corporation
 777 Brook Street
 Rocky Hill, CT 06067
 Voice Telephone 860.713.2788
 Electronic mail address: sue.starkowski@ctlottery.org

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

Vendor questions and comments shall be sent by electronic mail to the Purchasing Officer, who must receive them no later than 2:00 P.M. on December 7, 2011. The Purchasing Officer will confirm receipt of a Vendor's questions by electronic mail. Questions cannot be submitted via telephone, but the Purchasing Officer will accept telephone calls to confirm receipt of a Vendor's questions if the Vendor has not received an electronic mail confirmation.

The CLC will answer all written questions, inquiries and comments in writing via an RFP addendum on or before December 14, 2011. Addenda will be available through the State of Connecticut, Department of Administrative Services Purchasing Portal, Bidder Notification System, and will also be posted on the Lottery's website at www.ctlottery.org/bids-open.htm. Each Vendor is responsible for checking the portal and website to determine if the CLC has issued an addendum and, if so, to complete its Proposal in accordance with the RFP as modified by the addendum or addenda. No



oral statement of the CLC or any of its officers or employees, including the Purchasing Officer, shall be effective to modify any of the provisions of this RFP.

2.05 DATE AND TIME OF PROPOSAL SUBMISSION

Proposals must be in the Purchasing Officer's office on or before the Submission Date. Postmarks prior to that date and time do **NOT** satisfy the requirement for timely delivery. Vendors are solely responsible for ensuring timely delivery. The CLC will reject, and may return unopened to the Vendor, Proposals received after the Submission Date.

2.06 PRESUMPTION OF VENDOR'S FULL KNOWLEDGE

The CLC will presume that: (a) each Vendor that submits a Proposal is familiar with and is able to comply with all federal, state and local laws, ordinances and regulations that in any manner relate to this RFP and the supply of goods and performance of the services described herein; and (b) each Vendor has read and understood each document in this RFP and any addenda issued in connection with it. A Vendor'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 obligations related thereto.

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

2.07 SUBMISSION REQUIREMENTS

2.07.01 General Preparation Instructions

Proposals must be clearly written and legible and must contain the forms identified in and attached to this RFP, as well as all other information required by this RFP.

The original Proposal shall be signed by a person duly authorized to sign the Proposal on the Vendor's behalf. The CLC will 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.

All pages of the Proposal must be numbered, and the Proposal must be presented in the order set forth in Part III. Conciseness and clarity of content are emphasized.

2.07.02 Proposal Effectiveness

Proposals must remain in effect for one hundred twenty (120) calendar days after the Submission Date to allow the CLC to review and evaluate the Proposals, investigate the Vendor's qualifications, and award and execute a Contract.

2.07.03 Submission of the Proposal

Submission of the Proposal to the Purchasing Officer must occur as follows:

A. Envelope Content

The Vendor's exterior envelope shall contain two (2) separate envelopes within containing the information and documents described and marked as set forth below:



Envelope # 1 must contain **ONE (1) original hard copy plus TEN (10) hard copies** of the Vendor's Proposal Response, Transmittal Letter, Attachments A, B, D, E, F, G, H, I, (Attachment J and SEEC Form 11 are deliberately omitted and provided for review only), Certificates of Insurance, the Vendor's Equal Employment Opportunity Policy, **THREE (3) references.**

Envelope # 2 must contain **ONE (1) original hard copy of Attachment C, Pricing Schedule.** This envelope must **NOT** include the Proposal Response.

PLEASE NOTE: A Vendor failing to submit the Pricing Schedule in a separately-sealed envelope shall be disqualified from further consideration. At the risk of disqualification, a Vendor must not mention, refer to, or quote pricing or cost figures in any section of its Proposal other than in the Pricing Schedule which is to be submitted in a separately sealed envelope (**Envelope #2**).

B. Envelope Labeling

Envelopes, as described above, must be labeled as follows:

Envelope # 1: must be sealed, contain the Vendor's name and address in the upper left-hand corner and must be clearly labeled with the words **"RFP PROPOSAL RESPONSE"** and the RFP Description, RFP Number (CLC201107), Proposal Due Date, **Attention: Susan Starkowski, Purchasing Officer.**

Envelope # 2: must be sealed, contain the Vendor's name and address in the upper left-hand corner and must be clearly labeled with the words **"RFP PROPOSAL – PRICING** and the RFP Description, RFP Number (CLC201107), Proposal Due Date, **Attention: Susan Starkowski, Purchasing Officer.**

PLEASE NOTE: The CLC will reject, and will not accept, any Proposal submitted in an unmarked 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 Vendor that the Proposal may be resubmitted in a sealed envelope properly marked as described above.

2.07.04 Completing Pricing Schedule

Prices must be extended in decimals and not in fractions, be net of all trade discounts or allowances, and include transportation and delivery charges fully prepaid by the Vendor to the destinations within the State of Connecticut to be determined by the CLC. In the event of a discrepancy between the unit price and the extension, the unit price shall govern.

2.07.05 Withdrawal of Proposal Before Contract Award

A Vendor may withdraw a Proposal after its submission provided that the CLC receives the withdrawal notice in writing.

2.07.06 Additional Information

The CLC reserves the right to ask the Vendor to clarify its Proposal or to submit additional information that the CLC in its sole discretion deems desirable.



2.08 CHECKLIST OF REQUIRED PROPOSAL DOCUMENTS

The following checklist is provided to assist Vendors in submitting responsive Proposals; it is not, however, all-inclusive, and reliance on it does not excuse a Vendor's failure to strictly and fully comply with all of this RFP's requirements. Vendors should verify that all required forms and requests have been fully addressed and properly executed before submitting a Proposal. PLEASE NOTE: Prior to Contract execution, the Successful Vendor must create an account in the State Department of Administrative Services' "BizNet" system (<https://www.biznet.ct.gov/AccountMaint/Login.aspx>) and upload the signed, dated, and notarized documents available at the "Affidavits & Nondiscrimination Forms" tab in that system.

A Proposal must be loosely bound and must be organized as follows:

ENVELOPE #1 of the Proposal must contain:

- Signed **TRANSMITTAL LETTER**.
- Signed **CERTIFICATE OF INSURANCE**.
- **THREE REFERENCES** from similar engagements.
- **PROPOSAL RESPONSE**.
- **COPY OF VENDOR'S EQUAL EMPLOYMENT OPPORTUNITY POLICY**.
- **Attachment A, *Vendor Information Form*** signed by an official authorized to bind the Vendor.
- **Attachment B, *Vendor's Affidavit*** signed by an official authorized to bind the Vendor.
- **Attachment D, *Consulting Agreement Affidavit*** signed by an official authorized to bind the Vendor.
- **Attachment E, *Gift and Campaign Contribution Certification*** signed by an official authorized to bind the Vendor. (Annual recertification will be necessary.)
- **Attachment F, *SEEC Form 10 Campaign Contribution and Solicitation Ban*** signed by an official authorized to bind the Vendor.
- **Attachment G, *Non-Discrimination Form C*** signed by an official authorized to bind the Vendor.
- **Attachment H, *Individual and Business Release Authorizations*** signed, respectively, by the individuals and by an official authorized to bind the Vendor.
- **Attachment I, *Confidentiality Statement*** signed by an official authorized to bind the Vendor.

ENVELOPE #2 of the Proposal must contain the following:

Attachment C, *Pricing Schedule*, signed by an official authorized to bind the Vendor.

Attachment J, *Important Notices*, and SEEC Form 11 are for the vendor's review only. These notices do not need to be returned.



2.09

COLLABORATIVE PROPOSALS

A Vendor submitting a Proposal may partner with another Vendor to submit a joint Proposal to provide the goods and services sought by this RFP. Any Vendor that submits a Proposal identifying a sharing or allocation of the responsibilities necessary to provide the goods or services required under this RFP must clearly designate the primary contractor and identify the manner in which the allocation of responsibilities will be assigned between the Vendors submitting the Proposal. Acceptance of any Proposal submitted by a Vendor proposing to divide or allocate the consulting services proposed shall be within the CLC's sole discretion.



PART III: VENDOR INFORMATION

3.01 VENDOR'S EXPERIENCE

Each Vendor shall describe in detail its experience for all engagements over the past five (5) years that involve goods and services that are otherwise similar to the goods and services described in this RFP. For each such engagement, the Vendor shall include the business name, contact name, address and telephone number of the contact person. If the Vendor has provided similar consulting services proposed in its Proposal to other state or provincial lotteries, the Vendor shall fully disclose each such relationship and, for each, provide the same reference information. Each experience statement shall also include a detailed description of each such engagement, including but not limited to the Vendor's specific role, whether the Vendor was the prime contractor or a subcontractor, and the specific products and services the Vendor provided.

3.02 VENDOR'S PRIOR PERFORMANCE ISSUES

The Vendor shall affirmatively state whether any of the following events has occurred:

- A. The Vendor has had any contracts terminated by default or for cause. If so, the Vendor must submit full details of the contract termination.
- B. The Vendor has been assessed penalties or liquidated damages under any of its existing or past contracts. If so, the Vendor must indicate, for each incident, the reason for the penalty or liquidated damages and the amount thereof. Summary data is permitted when per incident data would cause a large volume of data; however, the per incident data must be available upon request.
- C. The Vendor, its parent, a subsidiary or other affiliate (collectively, "Affiliates") was the subject of any order, judgment or decree of any federal, state, or provincial authority barring, suspending or otherwise limiting the right of the Vendor to engage in any business practice or activity, or if trading in the stock of the Vendor or any of its Affiliates has been suspended. Information must be fully provided, with appropriate and accompanying date(s) and explanation(s).

3.03 VENDOR'S STRENGTHS

Each Vendor must submit a written statement, not to exceed two (2) pages in length, explaining why its goods and services best meet the CLC's objectives and further describing any additional features, aspects or advantages of its goods and services in any relevant area not covered elsewhere in its Proposal.

In responding to this solicitation, vendors may submit for consideration additional information that is not specifically outlined in this RFP.

3.04 VENDOR'S BUSINESS STRUCTURE AND OPERATIONS

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

- A. Full business name, address and principal place of business;
- B. Legal structure (i.e., corporation, limited liability company) and its principals.
- C. All bankruptcy, reorganization, insolvency, and other material pending proceedings, actions, litigation or threatened proceedings, actions or litigation involving the Vendor or any of its Affiliates.



- D. The details of all pleas, convictions or judgments against the Vendor, its owners, officers, directors or primary members for any criminal offense.
- E. Any known related party relationships between the Vendor (or one of its Affiliates or their owners, officers, directors or primary members) and a CLC officer, director, or employees.
- F. Resumes of all management and supervisory personnel, including the proposed account executive, who will be involved in the implementation and operation of the Contract and, further, for each such person if not otherwise provided in the resume:
 - i. Full name and current address;
 - ii. Five-year employment history;
 - iii. A specific description of the person's relevant experience with Supplier Diversity Consulting Services (limited to one page);
 - iv. Detailed narrative explaining the role the individual will have in performance of the Contract; and
 - v. Any additional helpful information to indicate the individual's ability to aid the Vendor in successfully performing the Contract (limited to one page).

If at any time during the RFP process or the term of the Contract the disclosures required by this section change, the Vendor shall, within ten (10) Business Days of the event of change, notify the CLC in writing of the change. The CLC reserves the right, in its sole discretion, to determine whether such changed disclosure warrants disqualification of the Proposal or termination of the Contract.

3.05 VENDOR'S CERTIFICATIONS REGARDING ETHICS IN PUBLIC CONTRACTING

Each Vendor is required to certify and represent to the CLC its intention to adhere to ethical behavior by submitting Attachment B-*Vendor's Affidavit* with their completed proposal.

3.06 SECURITY INFORMATION CONCERNING VENDOR

The Successful Vendor shall provide the following security elements:

- A. A list of names, addresses, dates of birth and Social Security numbers for all principals, key employees and subcontractors that are expected to be assigned to the Contract.
- B. Authorizations signed by the employees and subcontractors to allow law enforcement agencies to secure relevant background information.
- C. Assurance to the CLC that, as new personnel and subcontractors are assigned to the Contract, the information provided for above shall be reported to the CLC within ten (10) Business Days.



PART IV: GENERAL TERMS AND CONDITIONS

4.01 TAXES

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

4.02 COSTS FOR PREPARING PROPOSAL

Each Vendor shall be responsible for all costs it incurs in connection with the Proposal.

4.03 OWNERSHIP OF PROPOSALS

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

4.04 FREEDOM OF INFORMATION ACT AND CONFIDENTIALITY OF DATA

All information submitted in and with a Proposal or in response to a request for additional information is subject to disclosure under the Connecticut Freedom of Information Act, as amended. A Proposal may contain financial or other data that a Vendor claims constitutes a trade secret or proprietary information. To protect such data from disclosure, a Vendor must notify the CLC of its claim of confidentiality and must identify specifically the portions of its Proposal that it claims contain such confidential information **by visibly marking such pages or sections of pages of the Proposal.**

The CLC shall, to the extent permitted by law, protect from unauthorized use and disclosure all information and data related to the Vendor's operation that the Vendor has made available to the CLC and that the Vendor has, in its Proposal, clearly designated as "confidential."

Each Vendor shall protect from unauthorized use and disclosure all financial, statistical, technical and other data related to the Lottery operation that the CLC has made available to the Vendor and that the CLC has designated as "confidential" ("Confidential Information"). The Vendor shall not release or discuss the Confidential Information with any third party without the CLC's prior express written consent.

If the Vendor receives a request for disclosure of any Confidential Information under the Freedom of Information Act, the Vendor shall immediately notify the CLC of such request and provide the CLC with a copy of any written request. Upon notification of such request, the CLC reserves the right to object to the disclosure of said information and to notify the Vendor to withhold disclosure of said information, identifying in such notice the basis for such objection, including the statutory exemption(s) from disclosure.

Each Vendor agrees and warrants that it shall not use CLC materials or data in any form in connection with any other procurement effort, whether public or private. Vendor shall indemnify and hold CLC harmless for any and all costs, damages and expenses incurred in connection with any security breach or loss of confidential data by the Vendor, its employees and/or subcontractors. This obligation shall survive the completion of this RFP and the term of the Contract.

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

Any Confidential Information received from the CLC by the Vendor during the RFP process and/or the Contract term shall be returned to the CLC by the Vendor when it is no longer required by the Vendor and, in any event, when the project has been completed.



4.05 CONNECTICUT QUALIFICATION; LICENSES AND APPROVALS

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

4.06 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. The CLC has the sole and exclusive right and title to all printed materials produced by the Vendor for the CLC, and the Vendor shall not copyright or claim ownership of any printed or electronic materials produced under the Contract.

4.07 QUALIFICATIONS OF THE VENDOR

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

4.08 VENDOR LICENSING AND EMPLOYEE INVESTIGATIONS

Upon award of the Contract, the CLC and DCP may require that the successful Vendor, its officers, employees and subcontractors who are assigned to carry out the responsibilities of the Contract be licensed by DCP. The Vendor shall pay all application fees associated with such licensing. Background investigations are part of the licensing process and may include fingerprint identification by the Connecticut State Police. The CLC reserves the right to require the removal of any and all Vendor employees from performing services under the Contract based upon the results of the background checks.

4.09 PRIME CONTRACTOR RESPONSIBILITY

The Vendor shall be solely responsible for providing the goods and services required by this RFP and performing the Contract. The CLC shall consider the Vendor to be the sole point of contact for all issues under and requirements of the Contract.

4.10 APPROVAL OF SUBCONTRACTORS AND VENDOR'S RESPONSIBILITY

No portion of the work described in this RFP shall be subcontracted to any individual or business entity other than those reflected in the Vendor's Proposal, without the CLC's prior written consent. Subcontractors must be approved in advance by the CLC and may be subject to background checks of personnel and principals, and may also require Vendor licensing, as described in Section 4.08, above.

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 it shall assure compliance with all requirements of the Contract. By submitting a Proposal, the Vendor agrees that it is fully responsible to the Lottery for the acts and omissions of its subcontractors and of persons, whether directly or indirectly employed by the subcontractor(s), as the Vendor is for acts and omissions of the persons it directly employs. The CLC also reserves the right to require the removal of any Vendor employee or subcontractor at any time if the CLC finds that such employee is not performing in the CLC's best interests.



4.11 APPROVAL OF EMPLOYEES AND MINIMUM STAFFING LEVELS

The CLC and the DCP reserve the right to review and, if necessary, disapprove any employee of the Vendor prior to the employee's assignment to duties under the Contract. The CLC also reserves the right to require the removal of any Vendor employee at any time if the CLC finds that such employee is not performing in the CLC's best interests.

4.12 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. Toward that end, the CLC encourages firms to provide for the participation of Connecticut small businesses and Connecticut businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. Vendors, regardless of size, that are certified through the GNEMSDC, its affiliated organizations, or any federal, state or local government entity are requested to provide a copy of their certification with their Proposal. Connecticut based businesses that are certified by the Connecticut Department of Administrative Services ("DAS"), as a small, minority, women, or disabled owned business are requested to provide a copy of their current certification of eligibility issued by DAS with their Proposal. The successful Vendor will be expected to make a good faith effort to provide meaningful procurement opportunities to minority businesses and women-owned businesses when providing goods or services under the Contract.

4.13 CODE OF CONDUCT FOR THE VENDOR

The CLC is well aware of the extremely sensitive nature of the lottery industry. It is essential that the CLC's operations and reputation avoid any impropriety or appearance of impropriety. Because of this, the Vendor must adhere to the following code of conduct:

- A. The Vendor must offer services of the highest standards.
- B. The Vendor must use its best efforts to prevent the industry and the CLC from becoming involved in a controversy or conflict.
- C. The Vendor must avoid promotions and endorsements that the CLC could interpret as improper or embarrassing to the CLC or the State of Connecticut.
- D. Immediately upon detection, the Vendor must report actual or potential security problems to the CLC.
- E. The Vendor must ensure that its staff and any subcontractors working on the Contract refrain from purchasing Connecticut Lottery tickets or any multi-state game in which Connecticut is a participant, and from receiving a prize(s) from said tickets during the term of the Contract if they are so notified by the CLC.

4.14 MAINTENANCE OF CERTAIN RECORDS

The Vendor must maintain financial records, books and all other documents and data pertaining to the Contract in accordance with GAAP. Records pertaining to the Contract must be available to the CLC, its auditors, and the DCP at all times during the Contract term and for no less than five (5) years from the expiration date or final payment date, whichever comes later.

4.15 ACCOUNT EXECUTIVE

A qualified account executive shall be designated as a project leader and be the single point of contact between the CLC and the Vendor, must be assigned to the Contract and must oversee all contractual obligations. This professional will be available for meetings, discussions and reviews and will ensure timely invoice preparation and performance reports as



required. The account executive will serve as the liaison between the CLC and the Vendor and will follow through on all requests from the CLC.

4.16 REQUIRED INSURANCE

By signing and submitting a Proposal, a Vendor agrees that, if it is the Successful Vendor, it and each of its contractors and subcontractors, at their sole cost and expense, will obtain and maintain in force during the term of the Contract the insurance coverage specified in this RFP covering the Successful Vendor, its contractors and subcontractors and each of their officers, employees and agents. 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 a A-rating and a Class VI financial status as reported in the latest edition of Best's Insurance Guide. The CLC reserves the right to approve all insurance companies and at any time, request copies of actual insurance policies issued to the Vendor.

Before Contract execution, the Successful Vendor shall obtain and deliver to the CLC's Purchasing Officer Certificates of Insurance, in a form satisfactory to the CLC, for the kinds and minimum amounts of insurance specified below. Each Certificate of Insurance shall: (a) list the "Connecticut Lottery Corporation, its directors, officers, employees, Lottery Retailers and agents" as additional insureds with respect to liabilities and losses related to the Contract; and (b) shall require the insurance company to provide at least thirty (30) days advance written notice to the CLC, by certified mail, return receipt requested, of any change in, termination of, failure to renew, default, or cancellation of coverage. The Successful Vendor shall require the insurance carriers of the required coverages to waive all rights of subrogation against the CLC, its directors, officers and employees, Lottery Retailers and agents.

If the Successful Vendor is underwritten on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract, and the Certificate of Insurance shall state that the coverage is claims-made and also the retroactive date, if any.

All insurance policies required below shall be primary and non-contributory with any insurance or self-insurance programs carried or administered by the CLC. No insurance required or furnished hereunder shall in any way relieve or diminish the Successful Vendor's responsibilities, obligations and liabilities under this RFP and the Contract.

Each Vendor shall fully disclose any nonstandard exclusions for each of the required coverage:

- A. **General Liability.** In the minimum amount of \$1,000,000 Combined Single Limit per occurrence 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. If a general aggregate is used, the general aggregate limit shall apply either separately to the project or the general aggregate limit shall be twice the occurrence amount.
- B. **Automobile Liability.** In the minimum amount of \$1,000,000 Combined Single Limit Automobile Liability insurance shall be maintained against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from the operations of any owned, hired or non-owned automobiles used by or for the Vendor in any capacity in connection with carrying out the Contract.
- C. **Workers Compensation and Employer's Liability.** Workers Compensation coverage in accordance with all State of Connecticut statutes and regulations. In addition, Employer's Liability with minimum limits of \$100,000 each accident, \$100,000 disease per employee, and \$500,000 disease policy limit.
- D. **Errors and Omissions.** In the minimum amount of \$1,000,000 for Each Occurrence with an Aggregate minimum of \$1,000,000.



- E. **Commercial Umbrella Policy.** In the amount of \$5,000,000.
- F. **Fidelity or Employee Theft.** In the amount of \$50,000 covering any loss to the Lottery due to any fraudulent or dishonest act on the part of the Vendor's officers, employees, agents or subcontractors.



PART V: OTHER CONTRACT TERMS

5.01 DEFENSE, INDEMNIFICATION AND HOLD HARMLESS

Each 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 attorney's fees, arising out of or relating, directly or indirectly, to the Vendor's malfeasance, misconduct, negligence or failure to meet its obligations under the Contract, or the Vendor's actions and/or inactions during the preparation, submission and evaluation of the Proposal and/or during the time period prior to the execution of a Contract. The Vendor's obligations in this section shall not be limited in any way by any limitation on the amount or type of the Vendor's insurance or on the damages, compensation or benefits payable by the Vendor under workers compensation, disability benefit, or other employee benefits acts.

Each Vendor will also be required to pay any and all attorney's 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 section. This section's obligations shall survive the expiration or termination of the Contract.

5.02 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.

5.03 TERMINATION OF CONTRACT

5.03.01 Termination Without Cause

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

5.03.02 Termination With Cause

The CLC shall have the right, in its sole discretion, to immediately terminate the Contract, in whole or in part, with cause upon written notice to the Vendor. Such termination shall be without prejudice to any and all rights, remedies, and causes of action the CLC may have against the Vendor.

The following sets forth certain, but not all, of the bases upon which CLC may terminate the Contract with cause:



- A. The Vendor materially fails to comply with any of its obligations and duties under the Contract; or
- B. A receiver, conservator, liquidator, or trustee of the Vendor, or of any of its assets, is appointed by order or decree of any court or agency or supervisory authority having jurisdiction; or any order for relief is entered against the Vendor under the federal bankruptcy code; or the Vendor is adjudicated bankrupt or insolvent; or any material portion of the assets of the Vendor is sequestered by court order and such order remains in effect for more than thirty (30) calendar days after the Vendor obtains knowledge thereof; or a petition is filed against the Vendor under any state, reorganization, arrangement, insolvency, readjustment of debt, dissolution, liquidation, or receivership law of any jurisdiction, whether now or hereafter in effect, and such petition is not dismissed within sixty (60) calendar days; or
- C. The Vendor files a case under the federal bankruptcy code or seeks relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution, or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any case or petition against it under any such law; or
- D. The Vendor makes any assignment for the benefit of its creditors, or admits in writing its inability to pay its debts generally as they become due, or consents to the appointment of a receiver, trustee, or liquidator of the Vendor or of all or any part of its property; or
- E. The financial condition of the Vendor deteriorates such that there is reasonable doubt about the Vendor's ability to meet its obligations under the Contract; or
- F. A writ or warrant of attachment or any similar process is issued by any court against all or any material portion of the Vendor's property, and such writ or warrant of attachment or any similar process is not released or bonded within thirty (30) calendar days after entry; or
- G. Any of the representations or warranties or certificates made or furnished by the Vendor in the RFP, the Proposal, the Contract, or in oral presentations, if any, is found by the CLC to have been materially false, deceptive, incorrect, or incomplete; or
- H. The Vendor or its subcontractor commits fraud or is involved in collusion, conspiracy or other unlawful or fraudulent activities, whether or not related to this RFP or the Contract; or
- I. The Vendor fails to adhere to DCP's licensing regulations and background checks if licensing is required; or
- J. DCP revokes the Vendor's license if licensing is required.

5.04 NO ASSIGNMENT

The Vendor shall not assign, subcontract or otherwise dispose of all or any of its obligations under the Contract to any other person or entity without, in each instance, the CLC's prior written consent.

5.05 FAILURE OF PERFORMANCE

The Vendor's failure to deliver, or to deliver timely, the goods or services specified in the Contract constitutes, in each instance, the Vendor's authorization for the CLC to purchase those goods or services on the open market without the CLC's prior notice to the Vendor. For each such failure, the Vendor shall promptly and fully reimburse the CLC for the excess costs of the purchase(s). The CLC, in each instance and in its sole discretion, shall determine the manner of reimbursement, including but not limited to the Vendor's direct reimbursement to the CLC and/or the CLC's retention of monies due the vendor under the Contract.



5.06 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

The Vendor shall comply with all applicable federal, state and local laws and regulations in the performance of the Contract.

5.07 CONNECTICUT LAW AND COURTS

The RFP and the resulting Contract shall be governed in all respects by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Connecticut. By submitting a Proposal or entering into a Contract, the Vendor irrevocably submits in any suit, action or proceeding arising out of the RFP or the resulting Contract to the jurisdiction of the United States District Court for the District of Connecticut and the jurisdiction of the Connecticut Superior Court located in the Hartford Judicial District.

5.08 NOTICES

Except as otherwise provided in the Contract, any notice or notification required or permitted under the Contract shall be in writing and shall be sent by a nationally-recognized overnight courier, by United States registered or certified mail. In the case of such notices being provided to the CLC, the notices shall be addressed to the Purchasing Officer at the address set forth in Section 2.04, above.

5.09 BIZNET ACCOUNT AND UPLOADING OF AFFIDAVITS & NONDISCRIMINATION FORMS

Prior to Contract execution, the Successful Vendor must create an account in the State Department of Administrative Services' "BizNet" system (<https://www.biznet.ct.gov/AccountMaint/Login.aspx>) and upload the signed, dated, and notarized documents available at the "Affidavits & Nondiscrimination Forms" tab in that system.



PART VI: TECHNICAL SPECIFICATIONS

6.01 BACKGROUND

The purpose of this RFP is to obtain competitive Proposals from Vendors qualified to assess current Supplier Diversity practices, provide a gap analysis, and assist in setting goals and metrics for Supplier Diversity measurements for the CLC at its Headquarters in Rocky Hill, CT.

6.02 SUPPLIER DIVERSITY CONSULTING MANDATORY REQUIREMENTS

Each Vendor shall provide a written, detailed description of its methodology for providing services related to this RFP. Subject to the instructions and decisions of the CLC, the Successful Vendor will be responsible for carefully describing how it will provide the following:

A. Assessment of current Supplier Diversity Program and Performance of Gap Analysis

CLC is seeking a consultant to provide an analysis of the current Supplier Diversity Program. A detailed description of the methodologies and processes used to evaluate current Supplier Diversity efforts must be provided in the response to this Proposal. Included in this description shall be an explanation of the Vendor's proposed information gathering techniques (for example, a process of personnel interviews, review of financial documentation, review of policies and procedures, etc.). General guidelines relating to how long this phase will take must also be supplied. As a result of this evaluation, the vendor must identify areas of CLC's Supplier Diversity Program that can benefit from enhancements in a written report and oral presentation format to Senior Management.

B. Assist in setting goals and metrics by which to evaluate the identified set goals

CLC is seeking metrics to identify as well as measure a variety of internal and external goals. The Successful Vendor will identify Supplier Diversity goals that are appropriate for the Connecticut Lottery Corporation and must include more than just a measurement of dollars spent with SBE/MBE vendors. The proposal should include other types of measurement tools that could be used for both First Tier and Second Tier Supplier spend capture.

C. Recommend Best Practices for Supplier Diversity Enhancements

The Successful Vendor will articulate a plan of action in order to achieve the goals established by CLC in conjunction with the consultant's suggestions. Assistance with developing an internal policy outlining the CLC's Supplier Diversity goals will also be required. The Successful Vendor will recommend Best Practices for Supplier Diversity specific to the CLC and its internal organization. A documented Plan, which details the necessary steps, will be presented to Senior Management for approval in both written format and in an oral presentation.

D. Offer suggestions for successful implementation of Action Plan

A schedule of implementation dates for each item in the Action Plan will be part of the consultant's Plan documentation. Suggestions must also be made as to the required personnel or other CLC resources that will be needed to fully implement the Action Plan. The Successful Vendor will also prioritize the implementation plan while considering the available CLC resources.



E. Provide Education and Training in area of Supplier Diversity for CLC employees

The response to this RFP must include a suggested plan for Education and Training of the CLC's approximate 140 employees. The method of Education and Training delivery (classroom, internet, etc.) must be included as well as an estimation of the time required for employees needed to participate. Training will include not only information related to Purchasing activities, but also an overall understanding of the importance of a diverse supply chain in today's business environment.

F. Outline Communication Strategy to assist in furthering CLC's Supplier Diversity Commitment

The Successful Vendor will identify both specific and an overall communication strategy that will assist in accomplishing the CLC's Supplier Diversity objectives. A description of the types of media outlets and communication tools that would most likely benefit the CLC's Supplier Diversity program will be included in the proposal.

G. Identify SBE/MBE opportunities for CLC prime vendors and Second Tier contracts

As part of the Supplier Diversity Program, the CLC aspires to increase the use of SBE/MBE vendors through a second tier layer for current prime vendors. The Successful Vendor will be able to identify opportunities for prime vendors to expand their current use of second tier contracts with SBE/MBE subcontractors. The Successful Vendor will also be able to provide CLC with assistance capturing the second tier spend through forms and reports.

H. Coordinate and assist in planning an "Open-House" for MBE/SBE vendors at the CLC

The Connecticut Lottery Corporation will be conducting an "Open House" aimed at attracting SBE and MBE vendors. The CLC envisions an event in which vendors are able to meet CLC purchasing staff as well as corporation managers. Vendors would be given an opportunity to showcase their abilities and speak directly with CLC purchasers in order to see how they may be able to provide their services or products to the Corporation. The successful vendor will provide suggestions related to a method by which the CLC can plan and organize such an event.

6.03 IMPLEMENTATION

Vendor must clearly detail its proposed implementation plan and timetable for completion along with the expected amount of time that the Successful Vendor would be physically present at CLC headquarters. The expected scope of services is to begin within thirty (30) calendar days of the Contract effective date, with a project completion date within twelve (12) months of the Contract effective date. If however, the vendor proposes a timeline that goes beyond this date, a detailed explanation of the variance must be submitted in addition to the timetable.



PART VII: EVALUATION PROCESS, AWARD CRITERIA AND PROCESS, AND CONTRACT EXECUTION

7.01 EVALUATION PROCESS

The evaluation of Proposals involves two phases. In Phase I, the Purchasing Officer will conduct a preliminary review of each Proposal to ascertain compliance with the Required Documents and information requests of this RFP. Proposals that pass the Required Document and information review will proceed to the Phase II evaluation. In Phase II, the Proposals will be thoroughly evaluated and scored by the Evaluation Committee in accordance with the criteria and weights set forth below:

PHASE I Preliminary Review (PASS/FAIL)

The Purchasing Officer will check the Proposals received by the Submission Date and will review them for compliance with this RFP's instructions and requirements. All required forms, affidavits, statements, and certifications must be included with the Proposal. Only those Proposals deemed to be in compliance will proceed to Phase II.

PHASE II Weighted Evaluation (SCORED)

The Evaluation Committee will read each Proposal and will submit scores according to the following weights. Only those Vendors who submitted a responsive Proposal and have agreed to comply fully with the terms, conditions and provisions of this RFP will be allowed to proceed.

NOTE: There are two separate tiers to the Phase II Weighted Evaluation process. All Vendor Proposals will be evaluated in Tier 1. The first tier consists of scoring for technical specifications, management, proposed implementation plan and pricing. The Proposals will be ranked by total number of points earned. Vendors must receive at least 54 points of the total possible points available in Tier 1 to be eligible to progress to Tier 2. Those Proposals that do not qualify to move on to Tier 2 will NOT be evaluated further.

TIER 1 EVALUATION

Previous specific experience in offering Supplier Diversity Consulting Services (35 points)

Evaluation of past performance is a critical component of the evaluation of each vendor. The ability to satisfy the needs of varied, previous clients will be considered as part of the evaluation process. References are required as part of the response to this RFP and the information gathered from those sources will be considered. Examples of programs similar in nature to that requested of the CLC should also detail how the vendor has a proven track record of delivering services. **NOTE: Pricing will not be a factor in this section.**

Planned approach and ability to demonstrate that in the Proposal (35 points)

The vendor's ability to articulate the specific approach to delivering the requested services and programs will be part of the assessment of each submission. Each vendor's response will be evaluated in terms of how clearly identifiable the tasks will be accomplished. Each part of the Technical Requirements in Section 6.02 (Items A-H) must be addressed specifically in order to accurately score the planned approach. **NOTE: Pricing will not be a factor in this section.**



Pricing (20 points)

This portion will focus on the cost of providing the consulting services proposed in this RFP.

TIER 2 EVALUATION

Oral Presentation (10 points).

After the initial evaluation, the Evaluation Committee will request oral presentations from some or all Vendors as determined by the CLC. Oral presentations will take place at a time and place designated by the CLC. Oral presentations will be restricted to one-half hour of presentation and one-half hour of questions and answers.

7.02 AWARD CRITERIA AND PROCESS

- A. The CLC reserves the right, in its sole discretion, to accept the Proposal that, all things considered, is in the CLC's best interests. The CLC may select the Vendor deemed to have submitted the most favorable Proposal, considering price and other factors, when in the judgment of the CLC, such award is in the best interests of the CLC.
- B. The CLC may reject any Vendor that is or has been (i) in default of any prior contract with the CLC, any state agency, any political subdivision of the State of Connecticut, or any other State Lottery, or (ii) whose principals or key employees have been convicted of a crime, including but not limited to fraud or misrepresentation in the procurement or performance of a contract.
- C. The CLC may, but is not obligated to, allow the Vendor to correct any mistake in a Proposal that is obviously a clerical error, such as a price extension or decimal point error. If an error exists in an extension of prices, the unit price shall prevail. In the event of a discrepancy between the price quoted in words and in figures, the words shall control.
- D. In its sole discretion, the CLC may reject, in whole or in part, a conditional Proposal. A "conditional Proposal" as used in this provision is a Proposal that limits, modifies, expands or supplements any of the terms, conditions and/or specifications of this RFP.
- E. In its sole discretion, the CLC may reject an alternate Proposal. An "alternate Proposal" is one that a Vendor submits in addition to the primary response called for by this RFP.
- F. The CLC, in its sole discretion, may waive informalities and nonmaterial deviations in the Proposal. Any waiver of informalities or nonmaterial deviations shall not modify the original RFP or relieve the Vendor from full compliance with the Contract requirements, if awarded.
- G. After the Proposals have been evaluated and ranked, the Evaluation Committee will recommend to the CLC's President & CEO an Award for the Proposal. Upon approval by the CLC's President & CEO, the CLC shall make an Award to the Vendor.
- H. Upon notice of Award, the Successful Vendor may be required to provide the CLC and/or the DCP the following information and documents, as the CLC and/or the DCP in their sole discretion request:
 - i. An organizational chart containing the names and titles of all employees who will be associated with performance of the Contract.
 - ii. An updated list of names, addresses, dates of birth and Social Security numbers for employees and subcontractors.

- iii. Authorizations, if required by the DCP, signed by the employees and subcontractors to allow law enforcement agencies to release relevant background information.
- iv. Written notification to the CLC no later than ten (10) Business Days of a change of ownership of the Vendor.

7.03 CONTRACT NEGOTIATIONS AND TERM OF CONTRACT

The Contract will not be in effect until the Successful Vendor provides all documentation required by the CLC and receives a fully executed Contract signed by the CLC President & CEO. Prior to execution of the Contract, the CLC reserves the right to negotiate additional or modified Contract terms with the Successful Vendor, to conduct any test it may deem advisable, and to further evaluate the Successful Vendor's Proposal. Upon approval of the CLC President & CEO, the name of the Successful Vendor will be released to all Vendors submitting Proposals. The contract award must be posted to the State of Connecticut Purchasing Portal pursuant to Governor M. Jodi Rell Executive Order No. 3.

Attachment A – Vendor Information Form

VENDOR INFORMATION FORM

Rev. 10/11

Page 1 of 2

BUSINESS INFORMATION	
Vendor Legal Business Name	
Vendor Website address	
Vendor Address	
City	State
	Zip Code
Business Telephone Number	Business Fax Number
Nature of Business (please describe):	
Business Entity Type: Corporation ____ LLC Corporation ____ LLC Partnership ____ LLC Single Member Entity ____ Non-Profit ____ Partnership ____ Individual/Sole Proprietor ____	
NOTE: If your business is a Corporation, in which State are you Incorporated? _____ If individual/sole proprietor, individual's name (as owner) must appear in the legal business name block above. If your business is a Partnership, you must attach the names and titles of all partners to any bid submission.	
Are you a current CLC Vendor? Yes ____ No ____	Do you hire Subcontractors? Yes ____ No ____
Business Name, Trade Name, Doing Business As Name (if different from above)	
Remittance Address if Different from Business Address Above	
Remittance City	State
	Zip Code
CONTACT INFORMATION	
Name of Individual	Job Title
Business Telephone Number	Business Fax Number
Business Cell Phone Number	Email Address

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

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 _____

FINANCIAL AND ORGANIZATIONAL INFORMATION

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

Fiscal Year End Date _____ / _____ / _____ MM/DD/YYYY
 Year _____ Amount \$ _____
 Year _____ Amount \$ _____
 Year _____ Amount \$ _____

Current number of full-time employees _____ Current number of part-time employees _____

CERTIFICATION

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

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

Attachment B – Vendor’s Affidavit

I hereby certify that I am the _____ and the duly authorized representative of the firm of _____
(the “Vendor”) Please Print

whose address is _____
Address City, State, Zip

I make the following representations, to the best of my knowledge, information and belief, on behalf of myself, the above named firm and each of its directors, officers, employees, agents or owners, understanding that the Connecticut Lottery Corporation is relying on such representations:

- A. The Vendor has made this Proposal without collusion or fraud, and has not offered or received any kickbacks, gifts or inducements from any other Vendor, supplier, manufacturer or subcontractor in connection with this Proposal;
- B. The Vendor 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, native American body or other governmental entity within the United States, nor is it an agent of any person or entity that is currently debarred from submitting proposals or bids on contracts by any agency or political subdivision of the State of Connecticut or any other state, native American body or other governmental entity within the United States;
- C. The Vendor has not communicated with any officer, director or employee of the CLC, other than the Purchasing Officer, concerning this RFP, nor has it provided any payment, gift, loan, subscription, advance, deposit of money or service, present or promised, to any such person that is or was in any way related to this RFP or the Vendor’s Proposal;
- D. To the best of the Vendor’s knowledge, no CLC director, officer, agent or employee has any financial interest whatsoever in the Vendor or the Vendor’s business;
- E. The Vendor will notify the CLC in writing within ten (10) Business Days of a substantial change in its financial condition. For the purposes of this provision, a “substantial change in financial condition” means any loss or judgment that equals or exceeds ten percent (10%) of the Vendor’s net worth or that would jeopardize the Vendor’s ability to meet its obligations under its Proposal or the Contract. Failure to notify the CLC of such a change will be grounds for rejecting the Proposal or terminating the Contract. This requirement exists during the period prior to the Award, prior to Contract execution, and during the term of the Contract; and,
- F. The Vendor will notify the CLC in writing within ten (10) Business Days of a substantial change in its ownership. For purposes of this provision, a “substantial change in ownership” is defined as any merger, acquisition, assignment or change in parties who comprise ownership greater than 49% of the Vendor or the parent company of the Vendor. Failure to notify the CLC of such a change will be grounds for rejecting the Proposal or terminating the Contract. This requirement exists during the period prior to the Award, prior to Contract execution, and during the term of the Contract; and,

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

Authorized Signature: _____

Signatory’s Name: _____
Print Name Date

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

Notary Public
Commission Expiration Date (Seal)

Attachment C – Pricing Schedule

Supplier Diversity Consultant Services RFP #CLC201107

Prices must be valid for 120 days from the Submission Date

The Vendor, _____, agrees to furnish the services as specified herein, in compliance with the terms and conditions of this RFP solicitation at the following firm fixed price:

Services	Fixed Price
Completion of all items indicated in Part VI, Technical Specifications, Section 6.02 (A-H)	\$ _____

Prompt Payment Discount % ____ Net Days ____

Proposal offered by: _____ **Date:** _____
 Signature of person authorized to bind the Vendor

Attachment D – Consulting Agreement Affidavit



STATE OF CONNECTICUT CONSULTING AGREEMENT AFFIDAVIT

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

INSTRUCTIONS:

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

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

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

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

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

Consultant's Name and Title

Name of Firm (if applicable)

Start Date

End Date

Cost

Description of Services Provided: _____

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

If YES: _____
Name of Former State Agency

Termination Date of Employment

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

Printed Name of Bidder or Contractor

Signature of Principal or Key Personnel

Date

Printed Name (of above)

Awarding State Agency

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

**Commissioner of the Superior Court
or Notary Public**

Revised 10/1/11

CAMPAIGN CONTRIBUTION CERTIFICATION:

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

Lawful Campaign Contributions to Candidates for Statewide Public Office:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

Lawful Campaign Contributions to Candidates for the General Assembly:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

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

Printed Contractor 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) Revised 10/1/11

Attachment F – SEEC Form 10, Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

SEEC FORM 10
 CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION
 Rev. 1/11
 Page 1 of 3



Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

Acknowledgement of Receipt of Explanation of Prohibitions for Incorporation in Contracting and Bidding Documents

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

Civil penalties—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may resulting the contract being voided.

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

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

SEEC FORM 10

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

Rev. 1/11

Page 2 of 3



DEFINITIONS

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

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

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

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

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

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

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

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

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

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

SEEC FORM 10

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

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ACKNOWLEDGEMENT OF RECEIPT

SIGNATURE

DATE (mm/dd/yyyy)

NAME OF SIGNER

First Name

MI

Last Name

Suffix

TITLE

COMPANY NAME

Additional information may be found on the website of the State Elections Enforcement Commission,

www.ct.gov/seec

Click on the link to "Lobbyist/Contractor Limitations"

Attachment H – Authorizations

***Required only of the Successful Vendor**

INDIVIDUAL RELEASE AUTHORIZATION
Supplier Diversity Consultant RFP#CLC201107
The Connecticut Lottery Corporation

To all Courts, Probation Departments, Selective Service Boards, Employers, Educational Institutions, Banks, Financial and Other Such Institutions, including Consumer Credit Reporting Services and all Governmental agencies - federal, state and local, without exception, both foreign and domestic.

I have authorized the Connecticut Lottery Corporation (CLC), the Connecticut Department of Consumer Protection and the Connecticut State Police to conduct a full investigation into my background and activities. No such investigation shall be conducted upon the expiration of this Agreement.

Therefore, you are hereby authorized to release any and all information pertaining to me, documentary or otherwise, as requested by an employee or agent of the CLC, the Connecticut Department of Consumer Protection and the Connecticut State Police, and to provide copies of same as requested, provided that he or she certifies to you that I have an application pending before the CLC or Connecticut Department of Consumer Protection, or that I am presently a licensee, registrant or person required to be qualified under the provisions of the applicable Connecticut General Statutes and/or Connecticut Department of Consumer Protection regulations.

This authorization shall supersede and countermand any prior request or authorization to the contrary.
A photocopy of this authorization will be considered as effective and valid as the original.

_____ LEGAL SIGNATURE OF APPLICANT	_____ NAME OF APPLICANT (PRINT or TYPE)
_____ DATE OF BIRTH	_____ STREET ADDRESS
_____ SOCIAL SECURITY NUMBER	_____ CITY, STATE, ZIP

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

_____ NOTARY PUBLIC	_____ COMMISSION EXPIRATION DATE/SEAL
------------------------	--

***Required only of the Successful Vendor**

BUSINESS RELEASE AUTHORIZATION
Supplier Diversity Consultant RFP#CLC201107
The Connecticut Lottery Corporation

To all Courts, Probation Departments, Selective Service Boards, Employers, Educational Institutions, Banks, Financial and Other Such Institutions, including Consumer Credit Reporting Services and all Governmental agencies - federal, state and local, without exception, both foreign and domestic.

On behalf of _____

(Name of Firm)

I, _____,

(Name of President, CEO, Partner, Owner)

authorize the Connecticut Lottery Corporation (CLC) , the Connecticut Department of Consumer Protection and the Connecticut State Police to conduct a full investigation into my background and activities and into the background of the said business entity. Therefore, you are hereby authorized to release any and all information pertaining to me, documentary or otherwise, as requested by an employee or agent of CLC, the Connecticut Department of Consumer Protection, and the Connecticut State Police, and to provide copies of same as requested, provided that he or she certifies to you that I have an application pending before the CLC/Connecticut Department of Consumer Protection, or is presently a license, registrant or entity required to be qualified under the provisions of the applicable Connecticut General Statutes and/or Connecticut Department of Consumer Protection regulations.

This authorization shall supersede and countermand any prior request or authorization to the contrary.
A photocopy of this authorization will be considered as effective and valid as the original.

LEGAL SIGNATURE OF INDIVIDUAL

NAME OF BUSINESS

BUSINESS ADDRESS

CITY, STATE, ZIP

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

NOTARY PUBLIC

COMMISSION EXPIRATION DATE/SEAL

Attachment I- Confidentiality Statement

Vendor Name: _____

RFP Name: _____

As an authorized representative and/or corporate officer of the Firm named below, I warrant that my Firm and its employees will not disclose any documents, diagrams, concepts, ideas, representations and/or relative information made available to us by the Connecticut Lottery Corporation (CLC) for the purpose of responding to this procurement or in conjunction with any Contract arising there from. I warrant that only those employees who are authorized and required to use such material will have access to it.

I further warrant that all materials provided by the CLC will be returned promptly after their use and that all copies or derivations of the materials will be physically and/or electronically destroyed. I will include, with the returned materials, a letter attesting to the complete return of materials and documenting the destruction of copies and derivations. Failure to comply will subject the Firm to liability, both criminal and civil, including all damages to the CLC and third parties. I authorize the CLC to inspect and verify the above.

I further warrant that if my Firm is awarded the Contract, it will not enter into any agreements or discussions with a third party concerning such materials prior to receiving written confirmation from the CLC that such third party has an agreement with the CLC similar in nature to this one.

Signature of Authorized Representative: _____

Title of Authorized Representative: _____

Print or Type Name: _____ Date: _____

Print Name of Vendor: _____

Attachment J: Important Notices

IMPORTANT NOTICE TO CLC EMPLOYEES

TO: All Connecticut Lottery Corporation Employees

FROM: Anne M. Noble, President & CEO

DATE: November 23, 2011

SUBJECT: **Supplier Diversity Consultant Services (Request for Proposals CLC201107)**

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

This prohibition against contact will continue until the entire RFP and Contract Award process has been concluded.

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

The sole contact on matters pertaining to this RFP is **Susan Starkowski, Fiscal Administrative Officer**. All telephone calls and/or correspondence must be directed to Ms. Starkowski at sue.starkowski@ctlottery.org or 860-713-2788.

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

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

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

IMPORTANT NOTICE TO CLC BOARD OF DIRECTORS

TO: Members of the CLC Board of Directors

FROM: Anne M. Noble, President & CEO

DATE: November 23, 2011

SUBJECT: **Supplier Diversity Consultant Services (Request for Proposals CLC201107)**

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

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

The sole contact on matters pertaining to this RFP is **Susan Starkowski, Fiscal Administrative Officer**. All telephone calls and/or correspondence must be directed to Ms. Starkowski at sue.starkowski@ctlottery.org or 860-713-2788.

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

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

IMPORTANT NOTICE TO DEPARTMENT OF CONSUMER PROTECTION

TO: William M. Rubenstein, Commissioner of the Department of Consumer Protection

FROM: Anne M. Noble, President & CEO

DATE: November 23, 2011

SUBJECT: [Supplier Diversity Consultant Services \(Request for Proposals CLC201107\)](#)

The Connecticut Lottery Corporation (the "CLC") has issued a Request for Proposals for Supplier Diversity Consultant Services.

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

The sole contact on matters pertaining to this RFP is **Susan Starkowski, Fiscal Administrative Officer**. All telephone calls and/or correspondence must be directed to Ms. Starkowski at sue.starkowski@ctlottery.org or 860-713-2788.

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

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

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

Cc: Kenneth Flatto, Director of Gaming Division, Department of Consumer Protection



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

SEEC Form 11-Reference Only

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

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

Campaign Contribution and Solicitation Ban

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

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

Duty to Inform

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

Penalties for Violations

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

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

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

Contract Consequences

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

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

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

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

Definitions:

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

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

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

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

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

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

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

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