

Connecticut Lottery Corporation

Request for Proposals #CLC201111

Compensation Services Agreement

ADDENDUM #1 December 16, 2011

The Connecticut Lottery Corporation (the "CLC") hereby amends the RFP as it relates to the anticipated dates for the selection of a consultant and the execution of a contract. As described in the RFP, the Personnel Committee of the CLC Board of Directors is responsible for the selection of the consultant. That committee is expected to meet in January 2012.

CONNECTICUT LOTTERY CORPORATION

REQUEST FOR PROPOSALS #CLC201111

COMPENSATION SERVICES AGREEMENT

October 27, 2011

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I INTRODUCTION

The Connecticut Lottery Corporation (hereinafter the "Lottery" or "CLC"), 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 firms to provide consulting services in the area of compensation. Specifically, the CLC is requesting that the successful firm assist the Lottery in the review of its managerial compensation, including the incentive compensation component, as well as the incentive compensation program for its non-managerial sales employees. It is expected that the consultant will make recommendations for improvement, if applicable, or assist in the implementation of new programs.

There is no expressed or implied obligation for the CLC to reimburse firms for any expenses incurred in preparing Proposals in response to this request. All Proposals submitted and the information contained therein or attached thereto shall become public records upon a contract being awarded by the CLC.

During the evaluation process, the Selection Committee reserves the right, where it may serve the CLC's best interest, to request additional information or clarifications from firms submitting Proposals, or to allow corrections of errors or omissions.

The CLC reserves the right to retain all Proposals submitted and to use any ideas in a Proposal regardless of whether that Proposal is selected. Submission of a Proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals ("RFP").

Proposals must remain in effect for no less than ninety (90) days following their opening, to allow the Connecticut Lottery Corporation to review and evaluate the Proposals, investigate the firms' qualifications, select a firm and execute an Engagement Letter.

The firm's principal contact with the CLC will be the Director of Human Resources, who will coordinate the assistance to be provided by the CLC to the firm.

Inquiries concerning the RFP should be made in writing to:

Sandra Cady, Director of Human Resources Connecticut Lottery Corporation 777 Brook Street Rocky Hill, CT 06067 Tel: (860) 713-2671 Fax: (860) 713-2670 Email: <u>sandra.cady@ctlottery.org</u>

Inquiries submitted via fax or email should be supplemented with a hard copy to the address noted above. See Section V. for time requirements related to the questions and answers.

Compensation consulting firms and employees, agents, representatives, or advisors of such firms should avoid contact with any employee, officer, member of the Board of Directors of the CLC, or the Department of Consumer Protection (DCP) other than the CLC Director of Human

Resources, Attempts to communicate with CLC employees, officers or Directors, or DCP employees regarding this RFP may result in disqualification of the compensation consulting firm by the Selection Committee. (See Exhibits 1, 2 and 3)

The Connecticut Lottery Corporation (CLC) strongly encourages participation by, and involvement of, minority and woman-owned businesses. In order 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 through the implementation of a minority business outreach plan by utilizing media likely to inform potential 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.

II BACKGROUND INFORMATION

The Connecticut Lottery Corporation, a political subdivision and quasi-public agency of the State of Connecticut, was created by the Connecticut General Assembly in July of 1996. At that time, the Lottery was organized as an entrepreneurial corporation for the purpose of increasing sales and improving transfers to the State's General Fund. To further enhance its revenue raising function, the CLC was given the authority to develop incentive compensation programs to motivate managerial and entrepreneurial sales staff.

The Lottery has its own management compensation plan for its twenty (20) managerial employees. This plan is comprised of twenty (20) managerial job classifications, and seven (7) salary grades, each having an assigned salary range with an identified minimum, midpoint and maximum. Positions within the same grade are assumed to have similar duties and level of responsibility. Since the last compensation review in 2006, managerial positions, job descriptions, and salary levels have been modified.

The Management Incentive Compensation Program, whereby a manager has the opportunity to earn an incentive payment, is comprised of three weighted performance measures, including the CLC's budgeted transfers to the state's General Fund, the per capita sales increase over the prior year and an individual goal component based on his/her completion of certain performance objectives. Incentives earned in accordance with this program are calculated as a percentage of base salary and are paid in a lump sum.

The CLC currently has approximately 35 collective bargaining employees who participate in the Sales Incentive Compensation Program. Generally, this program provides the participant an opportunity to earn a lump sum incentive payment based on his/her achievement of quarterly and/or annual individual and/or state-wide sales goals. The participants also have the opportunity to earn prospective base pay increases for achieving quarterly and/or annual sales

goals. Participants do not receive the annual step increases given to traditional state employees but do receive general wage increases as negotiated by their collective bargaining agent.

The CLC Personnel Committee acting on behalf of the Board of Directors, is the appointing authority for the compensation consulting firm. The CLC Personnel Committee shall make the appointment based on the recommendation of a Selection Committee.

III NATURE OF THE SERVICES REQUIRED

A. General

The CLC is soliciting services from qualified compensation consulting firms to review its Management Compensation Plan, Management Incentive Compensation Program and its Sales Incentive Compensation Program. It is expected that the consulting firm will make recommendations for improvement in these areas or devise new incentive compensation methods for managerial and entrepreneurial sales personnel.

B. Qualifying Requirements

Qualified Firm:

Firms submitting Proposals must be knowledgeable and experienced in the field of compensation and incentive compensation. Professionals assigned to the engagement must be able to offer the full range of consulting services required in this RFP.

Non-Discrimination:

The successful firm agrees that no person shall be denied or subjected to discrimination on account of any services or activities made possible by or resulting from this RFP on the grounds of gender, sexual orientation, gender identity, race, color, religious creed, national origin, genetic makeup, age (except minimum age and retirement provisions), marital or civil union status or the presence of any sensory, mental or physical disability or other protected class under the law. Any violation of this provision shall be considered a violation of a material provision of this RFP and shall be grounds for cancellation, termination or suspension, in whole or in part, of the agreement by the CLC and may result in ineligibility for further contracts with the CLC. The firm submitting a Proposal shall at all times in the Proposal and contract process comply with all applicable CLC, state, and federal anti-discrimination laws, rules, regulations and requirements thereof.

C. Scope of Work to be Performed

As stated above, the CLC is soliciting a consulting firm to review its managerial compensation plan, and its management incentive compensation component, as well as the incentive compensation program for its sales employees. It is expected that the successful firm will assess the following issues and if applicable, develop a comprehensive set of recommendations for implementation:

- □ Review the managerial salary grade structure for internal alignment of managerial position assignment using quantitative evaluation.
- □ Review the managerial salary ranges for external competitiveness including minimum and maximum salaries through market analysis of private industries, similarly situated state lotteries, other state quasi-public agencies and State agencies.
- Review individual salaries of managerial staff within identified salary ranges to assure internal equity, eliminate compression and make recommendations for individual salary adjustments.
- **□** Review and revise, if applicable, current Management Incentive Compensation Program.
- Recommend pay administration guidelines for determining managerial compensation for future hires, promotions and/or new classifications.
- **□** Review and revise, if applicable, current Sales Incentive Compensation Program.
- Provide recommendations for compensation programs not presently used for management.
- **□** Review the impact of State pension guidelines on Corporation structure.

It should be noted that an organizational chart, managerial and sales position descriptions, managerial salary ranges, incumbents' current salary, and copies of the Management and Sales Incentive Compensation Programs, and Performance Management Process will be provided to the successful firm to be used in conjunction with other applicable research in the completion of this project.

The consulting firm will provide the CLC with five (5) bound copies of the final report and recommendations upon completion of the engagement. The target date for completion of the engagement is March 30, 2012.

D. Implied Requirements

All services not specifically mentioned in this Request for Proposals that are necessary to provide the functional capabilities described by the consulting firm shall be included in the Scope of Services.

IV. TIME REQUIREMENTS

A. Proposed Schedule – RFP Process

October 27, 2011:	RFP Issue Date
November 7, 2011:	Written Questions due from Firms, 2:00 p.m. ET
November 14, 2011:	Response from CLC to Firms
December 1, 2011:	Receipt of Written Proposals, 2:00 p.m. ET
December 15, 2011:	Compensation Consulting Firm Selection
January 5, 2012:	Contract Executed with Selected Compensation Consulting Firm

B. Schedule - Engagement

This project will begin immediately following (or as soon as practicable after) the awarding of this contract. The successful firm will be required to issue its final report and recommendations no later than March 30, 2012.

V. PROPOSAL REQUIREMENTS

A. General Requirements

Submission of Proposals

The following material is required by December 1, 2011 at 2:00 p.m. ET for a proposing firm to be considered:

- a. The original and four (4) copies of the Proposal that shall include the following:
 - i. Consulting Services Proposal Letter: A signed letter certifying: (a) that the proposing firm has read and fully understands the intent and content of the RFP; (b) that the proposing firm has adequate personnel, insurance and equipment to fulfill the requirements of the RFP; (c) that the proposing firm acknowledges that its ability to meet the requirements of the RFP shall be judged by the Selection Committee; (d) that all attachments and exhibits have been executed and are attached; and (e) that all information in its Proposal shall become public record to the extent required by law, after the contract is executed with the selected consulting firm.
 - ii. Table of Contents
 - iii. Transmittal Letter: A signed letter of transmittal briefly stating the proposing firm's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes it to be best qualified to perform the engagement and a statement that the Proposal is a firm and irrevocable offer for the covered period.
 - iv. Detailed Technical Proposal: A detailed technical Proposal that should follow the order set forth in Section V.
 - v. Guarantee and Warranties: Executed copy of Proposing Firm: Guarantee and Warranties, attached to this RFP (Appendix A).
 - vi. Insurance: An executed copy of Intent to Provide Insurance (Appendix B).
 - vii. Signed Estimated Cost and "Not to Exceed Cost", submitted in a separate sealed envelope and attached to the original Proposal. (Appendix C).
 - viii. Consulting Agreement Affidavit (Appendix D).
 - ix. Gift and Campaign Contribution Certification (Appendix E).
 - x. Campaign Contribution and Solicitation Ban (Appendix F).

- xi. State of Connecticut Non-Discrimination Certification (Appendix G).
- xii. Release Authorization Individual (Appendix H).
- xiii. Release Authorization Business (Appendix I).
- xiv. Confidentiality Statement (Appendix J).
- xv. Firm's Client Contact List (Appendix K).
- xvi. Vendor Information Form (Appendix L).

PLEASE NOTE: Prior to contract execution, the successful vendor must create an account in the State Department of Administrative Services' "BizNet" system (<u>https://www.biznet.ct.gov/AccountMaint/Login.aspx</u>) and upload the signed, dated, and notarized documents listed above as Consulting Agreement Affidavit, Gift and Campaign Contribution Certification and State of Connecticut Non-Discrimination Certification available at the "Affidavits & Nondiscrimination Forms" tab in that system.

b. Completed Proposal with all attachments shall be delivered to:

Sandra A. Cady, Director of Human Resources Connecticut Lottery Corporation 777 Brook Street Rocky Hill, CT 06067 Tel. (860) 713-2671

Firms submitting Proposals are solely responsible for ensuring timely delivery. Proposals received after 2:00 p.m. on December 1, 2011, will be rejected by the CLC and the Proposal will be returned unopened to the firm.

B. Technical Proposal

General Requirements

The purpose of the Technical Proposal is to demonstrate the qualifications, competence and capacity of the consulting firms seeking to undertake a review of the Lottery's Management Compensation Plan, Management Incentive Compensation Program, and Sales Incentive Compensation Program in conformity with the requirements of this RFP. The Technical Proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify the methodology to be used by the firm that will meet the RFP requirements.

The Technical Proposal should address all the points outlined in the RFP, (excluding any cost information which should only be included in Appendix C). The Proposal should provide a

straightforward and concise description of the Proposing Firm's capabilities to satisfy the requirements of the RFP.

Firm Qualifications and Experience

The Proposal should state the size of the firm, the size of the firm's staff, the number and nature of the staff to be employed for the CLC's project. The Proposal should indicate the extent of the firm's compensation, public sector, and/or other relevant experience and discuss how such experience will be beneficial to the firm's performance of this work.

Staff Qualifications and Experience

The firm should identify the individual consultants, and other staff, who would be assigned to work with the CLC and indicate their relevant experience and role each would be expected to have in the work. In addition, the firm should indicate any degrees or certifications of such persons applicable to this work. Include the areas of responsibility and the percentage of their time which would be allocated to the CLC.

Similar Clients

List a minimum of five (5) previous clients as references for whom your organization performed similar consulting services. Client contacts listed for this section should be represented in the Consultant's Client Contact List (Appendix K).

Methodology

Proposing firms should provide the methodology to be taken to gain an understanding of the CLC's management and sales force structure and to develop resulting recommendations to management and/or the Personnel Committee of the Board of Directors, as appropriate. Describe the scope of your market analysis including external markets, other quasi-public state lotteries as well as Connecticut quasi-public agencies and Connecticut State classified positions.

C. Estimated Cost

Estimated Fees by Category

The estimated fees should include a schedule of professional fees, including estimated hours and rates by staff level, presented in the format provided in the attachment (Appendix C) <u>that is to</u> <u>be submitted separately in a sealed envelope.</u>

Failure to submit fees in a separate envelope or reference and/or disclosure of fees in the Technical Proposal or other documents submitted in response to the RFP shall be grounds for disqualification of the firm from this bid.

Out-of-Pocket-Expenses

The consulting firm should provide its definition of out-of-pocket expenses, stating which costs are included and to be charged back to the CLC, along with an estimate of the total out-of-pocket expenses for the proposed engagement.

CLC shall not be responsible for expenses incurred by a proposing firm in preparing and submitting the technical or the estimated cost Proposal.

Manner of Payment

Progress payments will be made on the basis of hours of work completed during the course of the engagement in accordance with the firm's estimated cost. Interim billings shall cover a period of not less than a calendar month. CLC will pay all undisputed fees and charges within thirty (30) days of receipt of invoice.

VII. EVALUATION PROCEDURES

A. Selection Committee

A Selection Committee comprised initially of the President & CEO and the Director of Human Resources along with two members of the Personnel Committee of the Board of Directors will evaluate Proposals submitted. The CLC Personnel Committee shall make the appointment based on the recommendation of a Selection Committee.

B. Evaluation Criteria

Firms will be evaluated on the basis of their written responses, including any additional information requested by the CLC, against the following criteria:

- Knowledge and experience in reviewing and developing compensation and incentive compensation plans, with State Lottery experience preferred.
- Public sector experience
- Qualifications of personnel
- Methodology and approach
- Fees and costs
- References
- Ability to meet CLC's time frame

In its review of Proposals, the CLC reserves the right to:

- 1. Reject any and all Proposals received in response to this RFP;
- 2. Waive or modify any irregularities or informalities in Proposals received;
- 3. Award a Contract for consulting services to the firm that submitted the most favorable Proposal, considering price and other factors that in the CLC's

judgment is in the best interests of the CLC. The CLC is not obligated to award a Contract based upon the lowest price;

4. Request additional information as determined necessary.

VIII. TERMS AND CONDITIONS

A. Contract and Period of Engagement

The parties shall enter into a Contract which shall be memorialized by an Engagement Letter between the CLC and the successful consulting firm. The Engagement Letter shall include terms and conditions consistent with the provisions of this RFP and include the representations and warranties presented in the firm's Proposal. The initial term of the Contract shall be for a period not to exceed six (6) months. Upon written notice to the successful firm, the CLC may renew the initial terms for up to a one (1) year period.

B. Compensation

The firm awarded the Contract shall be paid in accordance with its Estimated Cost Proposal submitted in response to the RFP. Changes in compensation shall be negotiated only if the CLC expands or reduces the scope of services.

C. Termination of Contract

For Cause

If during the term of this Contract, CLC finds that the firm has failed to perform its obligations under the Engagement Letter, the CLC may terminate the Engagement. If the CLC finds that the firm is in breach of the Engagement Letter, and if the firm fails to cure any such breach within thirty (30) days of receipt of written notice from the CLC, the CLC may terminate the Contract or Engagement and the firm will be liable for damages arising from such breach, including reasonable attorney fees.

Without Cause

Either party may terminate the Engagement related to this RFP, without cause, by providing no less than thirty (30) calendar days written notice the other party. In the event of such termination, the CLC's liability shall be limited to payment to the consulting firm in the amount due pursuant to the terms of the contract for performance of the contract by the consulting firm rendered up to the effective date of such termination.

D. Background Investigation/Occupational License Requirement

Upon award of the Contract, the CLC and the Department of Consumer Protection (the "DCP") may require that the firm awarded the Contract, its officers, employees and subcontractors who are assigned to carry out the responsibilities of the Contract be licensed by the DCP. The firm awarded the Contract shall pay all applicable 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 of the firm's employees from performing services under the Contract based upon the results of the background checks.

E. Lottery Play Prohibition

Those individuals to be assigned to the engagement by the firm selected to perform services for the CLC may be required to sign a written statement prior to commencement of work for the CLC agreeing not to participate in the purchase of Connecticut Lottery tickets or receive a prize from said lottery tickets and that any spouse, child, sibling, parent or domestic partner residing as a member of the same household shall also be so prohibited. The CLC reserves the right to extend such prohibition to any and all members of the firm if, at the sole discretion of the CLC, said extension is in the best interests of the CLC.

F. Taxes.

Pursuant to Section 12-816 of the Connecticut General Statutes, the CLC is exempt from all state and certain federal taxation.

G. Freedom of Information Act and Confidentiality of Data.

The CLC as a quasi-public agency is subject to the Connecticut Freedom of Information Act and information and documentation related to this RFP and eventual Contract are subject to disclosure unless specifically exempted by law.

H. Advertising and Printed Materials.

The firm awarded a Contract 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.

I. 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 Greater New England Minority Supplier Development Council ("GNEMSDC"), its affiliated organizations, or any federal, state or local government entity are requested to provide a copy of their certification with their Proposal as well as those that are certified through the Women's Business Enterprise National Council ("WBENC"). Connecticut based businesses that are certified by the Connecticut Department of Administrative Services ("DAS"), Business CONNections as a small, minority, women, or disabled owned business are

requested to provide a copy of their current certification of eligibility issued by DAS 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 and shall provide to the CLC a policy of its Equal Employment Opportunity.

J. Equal Employment Opportunity and Affirmative Action.

The Firm awarded a Contract shall comply with all applicable statutes, laws and regulations pertaining to equal employment opportunity, affirmative action and anti-discrimination practices.

K. Maintenance of Certain Records.

The Firm awarded a Contract must maintain financial records, books and all other documents and data pertaining to the Contract. Records pertaining to the Contract must be available to the CLC, its auditors, and the Department of Consumer Protection at all times during which the goods or services are provided and for no less than five (5) full years from the final date for which goods or services are provided or final payment date, whichever comes later.

L. Defense, Indemnification and Hold Harmless.

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

M. 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.

N. No Assignment.

The firm awarded the Contract 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.

O. Connecticut Law and Courts.

This RFP and any Contract awarded as result of the RFP shall be governed in all respects by and construed and enforced in accordance with the internal laws (as opposed to the conflicts of law principals) of the State of Connecticut. The firm awarded the Contract irrevocably submits in any suit, action or proceeding arising out of the RFP or subsequent 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.

P. Ethics in Public Contracting.

The firm awarded the Contract certifies to the CLC that: its selection by the CLC is made without collusion or fraud; it has not offered or received any kickbacks or inducements from any other Vendor, supplier, manufacturer or subcontractor in connection with this RFP or Contract; and it has not conferred on or promised to any State or quasi-public employee, entity or, agent or public official connected in any way to this RFP or Contract, any payment, loan, subscription, advance, deposit of money, gift, service, or present unless consideration of substantially equal or greater value was exchanged and such consideration was not related to and was not intended to influence any decision regarding its selection. The firm further certifies that it is not currently debarred from submitting Proposals or bids on contracts by any agency or political subdivision of the State of Connecticut, or any other state body or other governmental entity within the United States.

Q. Responsible Play.

Firm awarded the Contract shall provide its agents, employees, contractors, and subcontractors, any and all information the CLC provides it related to the CLC's Responsible Play and other responsible play and responsible gaming related initiatives, including but not limited to procedures or training resources.

R. Affidavits

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

APPENDIX A – Proposing Firm: Guarantee and Warranties

Proposing Firm Guarantee:

The proposing firm certifies it can and will provide and make available, at a minimum, all services set forth in Section III, Nature of Services Required.

Proposing Firm Warranties:

- 1. Proposing firm warrants that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.
- 2. Proposing firm warrants that it will not delegate or subcontract its responsibilities under an agreement without the express prior written consent of the Connecticut Lottery Corporation.
- 3. Proposing firm warrants that all information provided by it in connection with this Proposal is true and accurate.

Signature of Official:
Name (Typed):
Fitle:
Firm:
Date:

APPENDIX B - Intent to Provide Insurance

The professional individual or firm shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from, or be in connection with the performance of the work hereunder by the individual or the firm, his agents, representatives, or employees. The cost of such insurance shall be borne by the professional individual or firm.

For the purpose of this clause, the term "professional individual or firm" shall also include the individual's or firm's respective officers, agents, employees, volunteers, boards and commissions.

- A. <u>Minimum Scope and Limits of Insurance</u>
 - Workers Compensation: Limits as required by the State of Connecticut Labor Code
 - 2. Employer's Liability:

\$100,000.00 each accident\$500,000.00 disease/policy limit\$100,000.00 disease/each employee

3. Professional Liability (Errors & Omissions):
(If a claims-made basis policy, insurance coverage shall be maintained for the duration of the contract and for two (2) years following contract completion.)

\$1,000,000.00	per occurrence
\$1,000,000.00	aggregate

4. Personal Property Coverage:

Adequate insurance to cover the value of personal property belonging to the compensation consulting firm while located on Connecticut Lottery Corporation ("CLC") premises, while in use or in storage, for the duration of the contract.

5. Umbrella Policy Coverage:

Minimum amount of \$5,000,000.00

APPENDIX B - continued

B. <u>Notice of Cancellation or Non-renewal</u>

Each insurance policy required under the contract, shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced, either in coverage or in limits, except after <u>thirty (30) days prior written notice</u> by certified mail, return receipt requested, has been given to the CLC.

C. <u>Acceptability of Insurers</u>

Insurance companies must be in good standing and licensed to do business in the State of Connecticut and acceptable to the CLC.

D. <u>Verification of Coverage</u>

The compensation consulting firm shall furnish the CLC with certificates of insurance effecting coverage required under the contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements must be received and approved by the CLC before work commences under the contract. Renewal of expiring certificates shall be filed thirty (30) days prior to expiration. The CLC reserves the right to require complete, certified copies of all required policies.

The firm submitting the Proposal hereby assures the CLC that the above referenced insurance requirements will be complied with.

Signature of Official:		
Name (Typed):	 	
Title:		
Firm:		
Date:		

APPENDIX C - Estimated Cost

(Note: Provide APPENDIX C in a separate, sealed envelope with proper labeling)

ESTIMATED COST

Firm Name:_____

Location of office staffing engagement:

Number of professional staff at this location:

Number of professional staff to be assigned to this project:_____

ESTIMATED COST

Estimated Cost:

-Professional Services	\$
-Out-of-Pocket Expenses (provide detail)	\$

-Total Estimated Costs

-Total hours included in "Estimated Cost":

Partner	
Manager	
Staff	

Submitted by:	Date:
---------------	-------

Signature:	Title:
------------	--------

\$_____

APPENDIX 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 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)		(if applicable)	
Start Date	e End Date			Cost	
Description of Services	Provided:				
Is the consultant a form	er State employee	or former publ	ic official?	YES	□ NO
If YES: Name of Former State Agency			Tern	nination Date of E	mployment
Sworn as true to the be	st of my knowledge	and belief, su	bject to the pe	enalties of false sta	atement.
Printed Name of Bidder	or Contractor S	Signature of F	Principal or K	ey Personnel	Date
Pr	inted Name (of abo	ve)	Awarding Sta	ate Agency	
Sworn and subscribed	d before me on th	is d	ay of	, 20	

Commissioner of the Superior Court or Notary Public

APPENDIX E - Gift and Campaign Contribution Certification



STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Written or electronic certification to accompany a State contract with a value of \$50,000 or more in a calendar or fiscal year, pursuant to C.G.S. §§ 4-250 and 4-252(c); Governor M. Jodi Rell's Executive Orders No. 1, Para. 8, and No. 7C, Para. 10; and C.G.S. §9-612(g)(2)

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier. Such person shall also submit an accurate, updated certification not later than fourteen days after the twelve-month anniversary of the most recently filed certification or updated certification.

CHECK ONE:	Initial Certification	12 Month Anniversary Update (Multi-year contracts only	1.)
------------	-----------------------	--	-----

Updated Certification because of change of information contained in the most recently filed certification or twelve-month anniversary update.

GIFT CERTIFICATION:

As used in this certification, the following terms have the meaning set forth below:

- 1) "Contract" means that contract between the State of Connecticut (and/or one or more of it agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
- 2) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; if this is a twelve-month anniversary update, "Execution Date" means the date this certification is signed by the Contractor;
- 3) "Contractor" means the person, firm or corporation named as the contactor below;
- 4) "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
- 5) "Gift" has the same meaning given that term in C.G.S. § 4-250(1);
- 6) "Principals or Key Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am the official authorized to execute the Contract on behalf of the Contractor. I hereby certify that, no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person firm or corporation who participate substantially in preparing bids, proposals or negotiating state contracts or (C) any agent of such, firm, corporation, or principals or key personnel who participates substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for state contracts or the negotiation or award of state contracts or (ii) any public official or state agency, who has supervisory or appointing authority over such state agency or quasi-public agency.

I further certify that no Principals or Key Personnel know of any action by the Contractor to circumvent (or which would result in the circumvention of) the above certification regarding **Gifts** by providing for any other principals, key personnel, officials, or employees of the Contractor, or its or their agents, to make a **Gift** to any Applicable Public Official or State Employee. I further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.

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 <u>statewide public office</u>, 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 <u>statewide public office</u> or party committee established by, are listed below:

Lawful Campaign Contributions to Candidates for Statewide Public Office:

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

Lawful Campaign Contributions to Candidates for the General Assembly:

Contribution Date Description	Name of Contributor	<u>Recipient</u>	<u>Value</u>
Sworn as true to the	best of my knowledge and belief, s	subject to the penalties of false state	ement.
Printed Contractor	Name	Printed Name of Author	orized Official
Signature of Author	rized Official		

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

Commissioner of the Superior Court (or Notary Public)

APPENDIX F - Campaign Contribution and Solicitation Ban

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:

<u>Civil penalties</u>—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 the entity as the 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 the chief executive officer of a 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.

"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 subcontractor 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 subcontractor.



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	ACKNOWLEDG	EMENT OF RECE	IPT	
SIGNATURE			DATE (mm/dd/yyyy)	
NAME OF SIGNER				
First Name	MI	Last Name		Suffix
TITLE				
COMPANY NAME				
Additional information	nav he found on the we	hsite of the State Flac	tions Enforcement Commission,	
	WWW	.ct.gov/seec		
	Click on the link to "Lo	obyist/Contractor Lim	itations"	

APPENDIX G – Nondiscrimination Certification



STATE OF CONNECTICUT NONDISCRIMINATION CERTIFICATION — Affidavit By Entity For Contracts Valued at \$50,000 or More

Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, member, or other corporate officer duly authorized to adopt corporate, company, or partnership policy that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

INSTRUCTIONS:

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

L the understand and over the age of eighteen (18) and understand and appreciate the obligations of

AFFIDAVIT:

an aath I am	of	an ontitu
Signatory's Title	of Name of Entity	, an entity
duly formed and existing under the law	vs of	
5	Name of State or Commonwealth	
I certify that I am authorized to execut	te and deliver this affidavit on behalf of	
	and that	
Name of Entity	Name of Entity	
has a policy in place that complies with	n the nondiscrimination agreements and warran	ties of Connecticut
General Statutes §§ 4a-60(a)(1)and 4a	a-60a(a)(1), as amended.	
Authorized Signatory		
Printed Name		
Sworn and subscribed to before me	e on this day of, 20	<u> .</u> .

Commissioner of the Superior Court/ Commission Expiration Date

APPENDIX H

Release Authorization - (Individual)

To all Courts, Probation Departments, Selective Service Boards, Employers, Educational Institutions, Banks, Financial and other Institutions, including 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.

Therefore, you are hereby authorized to release any and all information pertaining to me documentary or otherwise, as requested by any 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/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/TYPE
DATE OF BIRTH	STREET ADDRESS
SOCIAL SECURITY NUMBER	CITY, STATE, ZIP
Subscribed and sworn to before me this	day of20

NOTARY PUBLIC

COMMISSION EXP. DATE (Seal)

APPENDIX I

Release Authorization (Business)

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

I.

(Name of Firm)

(Name of President, CEO, Partner, Owner)

have authorized the Connecticut Lottery Corporation (CLC), the Connecticut Department of Consumer Protection, and the Connecticut State Police to conduct a full investigation into the background of the business entity stated above for the sole purpose of establishing my qualifications to perform work on behalf of the Connecticut Lottery Corporation.

Therefore, you are hereby authorized to release any and all information pertaining to this business, 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 this business has a license application pending before the Connecticut Department of Consumer Protection, or is presently a licensee, registrant or entity required to be licensed under the provisions of the applicable Connecticut General Statutes and/or Connecticut Department of Consumer Protection regulations.

I hereby waive any and all claims, past, present or future, which I or the business entity listed above may have against the Connecticut Lottery Corporation, its agents, officials or employees, the State of Connecticut, any credit bureaus, consumer reporting agencies or other third parties pursuant to my consent and authorization herein given.

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		NAM	IE OF BUS	SINESS	
	-	BUSINE	ESS ADDR	ESS	
Subscribed and sworn to before me this	day of _	,	STATE,		, 20.
NOTARY PUBLIC		COMM	ISSION EX		 ON DATE/SEAL

APPENDIX J - Confidentiality Statement

FIRM NAME: _____

As an authorized representative and/or corporate officer of the company named below, I warrant my company and its employees will not disclose any documents, diagrams, and relative information, made available to us by the Connecticut Lottery Corporation ("CLC") for the purpose of responding to this Request for Proposal or in conjunction with any contract arising therefrom. I warrant that only those employees who are authorized and required to use such material will have access to them.

I further warrant that all materials provided by the CLC will be returned promptly after 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 this company to liability, both criminal and civil, including all damages to the CLC and third parties. I authorize the CLC, or its representative, to inspect and verify the above.

I further warrant that if my company 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 Representative)

(Date)

(Type Name of Representative)

(Type Name of Company)

APPENDIX K – Compensation Consulting Firm's Client Contact List

(List a minimum of five clients)

The compensation consulting firm of _____

hereby confirms that the contacts listed below represent current or former (within the last three years) compensation clients and, further, that the Connecticut Lottery Corporation ("CLC") is expressly authorized to contact any or all of said contacts to ascertain the nature and manner of services rendered by the consulting firm, the timeliness of such services, and the contact's opinion of the consulting firm's qualifications to perform similar services for the CLC. The consulting firm represents that each of the listed contacts has been notified of their inclusion on this contact list and has acknowledged their willingness to respond to a request from the CLC.

Authorized Signature:				
Signatory's Name:	(Please print)			
Client Name and Address	Name of Contact Person	Telephone <u>Number</u>	Client's <u>Industry</u>	Current (C) or Former (F) Client
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

APPENDIX L – Vendor Information Form

VENDOR INFORMATION FORM

Page 1 of 2

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		BUSINESS I	NFORMATION	
Vendor Legal Business Nam	ne			
Vendor Website address				
Vendor Address				
~		~		
City		State	2	Zip Code
Business Telephone Number	r		Business Fax Number	
Nature of Business (please d	lescribe):			
Business Entity Type:	-	-	-	LLC Single Member Entity
	Non-Profit	Partnership	Individual/Sole Propri	ietor
If individual/s	sole proprietor, individ		Incorporated?) must appear in the legal busine les and titles of all partners to an	
Are you a current CLC V			Do you hire Subcontractors	
-	Yes	No		Yes No
Business Name, Trade Nam	e, Doing Business As	Name (if different fro	om above)	
Remittance Address if Diffe	rent from Business Ac	ldress Above		
Remittance City		State	2	Zip Code
		CONTACT	INFORMATION	
Name of Individual			Job Title	
Business Telephone Number	r		Business Fax Number	
Business Cell Phone Numbe	er		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

	URRENT CERTIFIC.	ATION INFORM	ATION		
Small Business Enterprise (SBE) Yes	No	HUB Zone	Enterprise	Yes	No
Minority Business Enterprise (MBE) Yes	No		ged Business	Vac	No
Women Business Enterprise (WBE) Yes	No	Enterprise	(DBE)	Yes	No
Veteran Owned Business Enterprise Yes	No	Sheltered V	Vorkshop	Yes	No
NOTE: Include copies of certification	ions with the submiss	sion of this form	for all items	checked YE	<i>ZS</i> .
If YES, indicate which Agency/Organization has certified	ified your business:				
Department of Administrative Services (DAS)	_ Greater New En	gland Minority Su	ıpplier Diversi	ty Council (G	NEMSDC)
Department of Transportation (DOT)	Women's Busin	ess Enterprise Nat	tional Council	(WBENC)	
Small Business Administration (SBA)	Other:		Organization N		
Asian / Pacific American		Subcontinent Asi	an Amaniaan		
FINAN	CIAL AND ORGANIZ				
FINAN Please provide the Gross Annual Receipts for the la		ZATIONAL INF	ORMATION		
Please provide the Gross Annual Receipts for the la		ZATIONAL INF Year	ORMATION	Amount §	
		ZATIONAL INF Year Year	ORMATION	Amount <u>\$</u>	
Please provide the Gross Annual Receipts for the la		ZATIONAL INF Year	ORMATION	Amount <u>\$</u>	
Please provide the Gross Annual Receipts for the la	ast three fiscal years:	ZATIONAL INF Year Year Year	ORMATION	Amount <u>\$</u> Amount <u>\$</u> Amount <u>\$</u>	
Please provide the Gross Annual Receipts for the la Fiscal Year End Date/ / MM/DD/YYYY	ast three fiscal years:	ZATIONAL INF Year Year Year Current num	ORMATION	Amount <u>\$</u> Amount <u>\$</u> Amount <u>\$</u>	
Please provide the Gross Annual Receipts for the la Fiscal Year End Date/ / MM/DD/YYYY	Ist three fiscal years:	ZATIONAL INF Year Year Year Current num	ORMATION	Amount <u>\$</u> Amount <u>\$</u> Amount <u>\$</u>	

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."

Page 2 of 2

EXHIBIT 1 – Important Notice

IMPORTANT NOTICE TO CLC EMPLOYEES

TO: All Connecticut Lottery Corporation Employees

FROM: Anne M. Noble, President & CEO

DATE: October 27, 2011

SUBJECT: Compensation Services Agreement (Request for Proposals #CLC201111)

The Connecticut Lottery Corporation (the "CLC") has issued a Request for Proposals (RFP) for a Compensation Services Agreement.

<u>Effective immediately</u>, therefore, in order to assure the integrity of the procurement and selection processes, there shall be <u>NO CONTACT</u> authorized between CLC staff members and any prospective compensation consulting firm, except for such contacts as may be necessary by the Selection Committee during the selection process and for routine contacts as may be required in connection with existing contracts. This restriction prohibiting any contact shall also apply to any consultant, lobbyist, agent or advisor to any such compensation consulting firm.

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 **Sandra Cady**, **Director of Human Resources.** All telephone calls and/or correspondence must be directed to Sandra Cady at sandra.cady@ctlottery.org or 860-713-2671.

It is very unlikely that prospective compensation consulting firms will attempt any communication because the RFP strictly prohibits all such inquiries. However, in the event that any attempt is made by a prospective compensation consulting firm to contact or establish communication with a member of the Lottery staff, it should be reported immediately to Sandra Cady.

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 Sandra Cady.

EXHIBIT 2 – Important Notice

IMPORTANT NOTICE TO CLC BOARD OF DIRECTORS

TO: Members of the CLC Board of Directors

FROM: Anne M. Noble, President & CEO

DATE: October 27, 2011

SUBJECT: Compensation Services Agreement (Request for Proposals #CLC201111)

The Connecticut Lottery Corporation (the "CLC") has issued a Request for Proposals (RFP) for a Compensation Services Agreement.

<u>Effective immediately</u>, 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 compensation consulting firm, except for such contacts as may be necessary by the Selection Committee during the selection process and for routine contacts as may be required in connection with existing contracts. This restriction prohibiting any contact shall also apply to any consultant, lobbyist, agent or advisor to any such compensation consulting firm.

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 **Sandra Cady**, **Director of Human Resources.** All telephone calls and/or correspondence must be directed to Sandra Cady at <u>sandra.cady@ctlottery.org</u> or 860-713-2671.

It is very unlikely that prospective compensation consulting firms will attempt any communication because the RFP strictly prohibits all such contact. However, in the event that any attempt is made by a prospective compensation consulting firm to contact or establish communication with a member of the Board of Directors, it should be reported immediately to Sandra Cady.

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.

Any questions or requests for clarification of this requirement should be directed to Sandra Cady.

EXHIBIT 3 – Important Notice

IMPORTANT NOTICE TO DEPARTMENT OF CONSUMER PROTECTION

TO: Commissioner William Rubenstein, Department of Consumer Protection (DCP)

FROM: Anne M. Noble, President & CEO

DATE: October 27, 2011

SUBJECT: Compensation Services Agreement (Request for Proposals #CLC201111)

The Connecticut Lottery Corporation (the "CLC") has issued a Request for Proposals (RFP) for a Compensation Services Agreement.

<u>Effective immediately</u>, 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 compensation consulting firm for this contract except for such contacts as may be necessary by the Selection Committee during the selection process and for routine contacts as may be required in connection with existing contracts. This restriction prohibiting any contact shall also apply to any consultant, lobbyist, agent or advisor to any such compensation consulting firm.

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 **Sandra Cady**, **Director of Human Resources.** All telephone calls and/or correspondence must be directed to Sandra Cady at sandra.cady@ctlottery.org or 860-713-2671.

It is very unlikely that prospective compensation consulting firms will attempt any communication because the RFP strictly prohibits all such inquiries. However, in the event that any attempt is made by a prospective compensation consulting firm to contact or establish communication with a member of your staff, it should be reported immediately to Sandra Cady.

Department of Consumer Protection 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 Sandra Cady.

cc: Kenneth Flatto, Director of Gaming Division, Department of Consumer Protection (DCP)