

Connecticut Lottery Corporation

777 Brook Street

Rocky Hill, CT 06067

860-713-2700

Request for Proposals

RFP Number:

CLC201301

RFP Description:

Advertising and Marketing Services

RFP Issue Date:

January 29, 2013

Proposal Due Date:

March 15, 2013 by 2:00pm Eastern
Standard Time

RETURN SEALED PROPOSALS TO:

Janice Beckner
Associate Fiscal Administrative Officer (Purchasing Officer)
Connecticut Lottery Corporation
777 Brook Street
Rocky Hill, CT 0606

TABLE OF CONTENTS

PART I.	INTRODUCTION.....	5
PART II.	ABOUT THE LOTTERY	5
PART III.	PRODUCTS AND SERVICES COVERED BY THIS RFP.....	6
	A. THE LOTTERY CURRENTLY OFFERS TWO PRODUCT LINES, SOLD BY ALL OF OUR RETAILERS.....	6
	B. ADVERTISING, MARKETING AND PROMOTIONS BUDGET INFORMATION	7
PART IV.	DEFINITIONS, PROPOSAL INSTRUCTIONS, PROCEDURES AND FORMAT	8
	A. DEFINITIONS	8
	B. RIGHT TO AMEND OR TERMINATE RFP	9
	C. SCHEDULE OF CERTAIN KEY EVENTS AND DEADLINES.....	9
	D. PROPOSER QUESTIONS.....	10
	E. PROPOSAL SUBMISSION DATE.....	10
	F. ADDITIONAL INFORMATION	10
	G. PRESUMPTION OF PROPOSER'S FULL KNOWLEDGE.....	10
	H. SUBMISSION REQUIREMENTS	11
	I. PROPOSAL SUBMISSION INSTRUCTIONS AND REQUIREMENTS	13
PART V.	PROPOSER'S BUSINESS STRUCTURE, CREDENTIALS AND OPERATIONS	14
PART VI.	PROPOSER'S PRIOR PERFORMANCE ISSUES	15
PART VII.	PROPOSER'S FINANCIAL STATEMENTS	15
PART VIII.	GENERAL TERMS AND CONDITIONS	16
	A. TAXES	16
	B. COSTS FOR PREPARING PROPOSAL	16
	C. BIZNET ACCOUNT.....	16
	D. OWNERSHIP OF PROPOSALS.....	16
	E. FREEDOM OF INFORMATION ACT AND CONFIDENTIALITY OF INFORMATION	16
	F. AUTHORITY TO DO BUSINESS	17
	G. ADVERTISING	18
	H. QUALIFICATIONS OF PROPOSERS	18
	I. REQUIRED INSURANCE	18
	J. PERFORMANCE SECURITY.....	19
PART IX.	TECHNICAL REQUIREMENTS	19
	A. PROPOSER COLLABORATION	19
	B. MINIMUM PROPOSER QUALIFICATIONS	19
	C. PROPOSER INFORMATION.....	20
	D. PROPOSER EXPERIENCE AND STRENGTHS.....	21

E.	GOALS/OBJECTIVES.....	22
F.	SCOPE OF SERVICES	22
G.	CREATIVE DEVELOPMENT AND PRODUCTION EXAMPLES.....	28
H.	MEDIA PLANNING AND PLACEMENT EXAMPLES.....	28
I.	PUBLIC RELATIONS, SOCIAL MEDIA MARKETING, AND MULTICULTURAL MARKETING SERVICES EXAMPLES.....	29
J.	CASE HISTORY	29
PART X.	EVALUATION PROCESS, AWARD CRITERIA AND PROCESS, AND CONTRACT EXECUTION	30
A.	EVALUATION PROCESS.....	30
B.	ORAL PRESENTATION ASSIGNMENT.....	31
PART XI.	CONTRACT TERMS	32
A.	DEFENSE, INDEMNIFICATION AND HOLD HARMLESS.....	32
B.	FORCE MAJEURE	32
C.	TERMINATION OF CONTRACT.....	32
D.	FAILURE OF PERFORMANCE	34
E.	CONCLUSION OF CONTRACT AND TRANSITION TO NEW VENDOR	34
F.	INTELLECTUAL PROPERTY RIGHTS	35
G.	COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS.....	37
H.	CONNECTICUT LAW AND COURTS.....	37
I.	INSURANCE	37
J.	LOSS OF STATUTORY AUTHORITY	37
K.	NON-EXCLUSIVE RIGHT.....	37
L.	ACCOUNT EXECUTIVE	37
M.	APPROVAL OF EMPLOYEES AND MINIMUM STAFFING LEVELS	38
N.	EQUAL BUSINESS OPPORTUNITY	38
O.	INTEGRITY OF THE SUCCESSFUL PROPOSER	38
P.	MAINTENANCE OF CERTAIN RECORDS	39
Q.	NOTICES	39
R.	PRIME CONTRACTOR RESPONSIBILITY.....	39
S.	SUBCONTRACTING AND SUCCESSFUL PROPOSER’S RESPONSIBILITY.....	39
T.	EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATION ACTION	40
U.	LICENSES AND PERMITS	40
V.	NO ASSIGNMENT	40
W.	WAIVER.....	40
X.	AMENDMENT.....	40
Y.	SEVERABILITY	40
Z.	BINDING ON SUCCESSORS AND ASSIGNS	40
AA.	AUTHORIZATION AND ENTIRE AGREEMENT.....	41
BB.	BIZNET ACCOUNT AND UPLOADING OF AFFIDAVITS AND NONDISCRIMINATION FORMS	41
CC.	INDEPENDENT RELATIONSHIP	41
DD.	RECYCLABLE MATERIALS.....	41
ATTACHMENT A:	PROPOSER INFORMATION FORM.....	42
ATTACHMENT B:	PROPOSER’S AFFIDAVIT	44
ATTACHMENT C:	PRICE PROPOSAL.....	46
ATTACHMENT D:	CONSULTING AGREEMENT AFFIDAVIT	50
ATTACHMENT E:	GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION	51
ATTACHMENT F:	AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY	53

ATTACHMENT G: SEEC FORM 10, CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS	54
ATTACHMENT H: NON-DISCRIMINATION CERTIFICATION	57
APPENDIX A: CODE OF GOOD PRACTICE	61
APPENDIX B: SALES REVENUE BY GAME, FY 2012, FY 2011, FY 2010	64
APPENDIX C: MARKETING, ADVERTISING & PROMOTION EXPENSES FY 2012 AND FY 2011	65
APPENDIX D: SAMPLE MARKETING FLOWCHART	66
APPENDIX E: SAMPLE MEDIA PLAN	67
APPENDIX F: ADVERTISING SUPPLIER DIVERSITY SPEND	68

Part I. INTRODUCTION

The Connecticut Lottery Corporation (“CLC” or “Lottery”), a quasi-public agency with the mission of generating revenues for the State of Connecticut’s General Fund, issues this Request for Proposals (“RFP” or “Request”) for its exclusive use. **This Request is not a contract offer, and no contract will exist unless and until a written contract is signed by the CLC and the successful Proposer.**

The purpose of this RFP is to obtain Proposals from qualified advertising and marketing services providers to support our current needs and future growth. Specific items are detailed in [Part IX: Technical Requirements, Section F Scope of Services](#), and these five (5) categories:

- Creative Development and Production
- Media Planning and Placement
- Public Relations
- Multicultural Marketing
- Social Media Marketing

The Lottery has traditionally engaged with a single agency of record for its marketing-related services. In this current solicitation process, we will consider Proposals from:

- Full-service advertising/marketing firms (i.e., “do it all” shops)
- Partnerships between multiple providers for required services (see Part IX, Section A, Proposer Collaboration)
- “A la carte” marketing services by non-partnered Proposers

In other words, Proposers may submit a Proposal for only one category of services or for any combination of the five categories of services listed above. The Lottery reserves the right, in its sole discretion, to accept all or any part of a Proposal, to reject all Proposals, to waive any informalities or non-material deficiencies in a Proposal, and to enter into one or more Contracts for any category of services described in this RFP, in each instance as the CLC determines to be in its best interests. Any Contract will be non-exclusive.

The successful Proposer will provide its expertise, representations and advice to help assess, create, execute, and further the CLC’s overall business objectives.

The Contract will commence on approximately July 1, 2013 and be for an initial term of three years. The CLC may extend the Contract for up to three additional one-year extensions, issued either separately or in whole, under the same terms and conditions as the original Contract.

Interested parties may submit a Proposal in accordance with the requirements and directions of this RFP.

Proposers are prohibited from contacting any Lottery employee or officer, or member of the Lottery Board of Directors, or State official concerning this solicitation, except as set forth in [Part IV, Section D: Proposer Questions](#). A Proposer’s failure to comply with this requirement may result in disqualification.

Part II. ABOUT THE LOTTERY

The Lottery sold its first ticket in 1972. Since then, we have consistently grown our business and now achieve sales in excess of \$1 billion per year as one of the country’s most successful lotteries. We are a sales and marketing oriented organization that delivers much needed funding to support the services and programs financed by the state’s General Fund. We do a “lotto” good, not only for our state, but also for the nearly 2,800 local businesses that sell our products, for the local businesses from which we buy services and products, and for our players.

In our most recent fiscal year ended June 30, 2012, we delivered \$310 million in profits to the General Fund. In nearly forty-one years of business, we have returned more than \$7.7 billion to the General Fund. For additional

information on the Lottery, we invite you to visit the following web pages: [Annual Reports](#), ["Where the Money Goes,"](#) and [Become a CT Lottery Retailer](#).

We believe in, and actively support, social responsibility initiatives that include responsible play awareness and education, support for small and minority owned businesses, and being "green." We are an entrepreneurial, team-oriented organization, and we want to engage with like-minded business partners that will help us to further our mission, and theirs. Guidelines for responsible content and placement are available in [APPENDIX A: Code of Good Practice](#). Click [CT Lottery Responsible Play Initiatives](#) to learn more about our corporate efforts.

Our mission is to generate revenue for the State of Connecticut's General Fund; our vision is to maintain our position as a leader in the lottery gaming industry, and to do so with honesty and integrity. We have a solid base of loyal players, and we seek to reach new audiences, re-engage lapsed customers, communicate in new ways and work collaboratively with qualified providers to ensure to our stakeholders and the public that the Lottery remains Connecticut's best bet.

Part III. **PRODUCTS AND SERVICES COVERED BY THIS RFP**

Learn about our business, our mission, and our vision at www.ctlottery.org, or by visiting any of our nearly 2,800 Retailers. Our websites (PC and mobile versions) are in-house products of the Sales and Marketing Department and are developed and maintained by one graphic designer and two developers.

To assist in Proposal preparation, this RFP includes the following appendices:

[APPENDIX B: Sales Revenue by Game](#), FY 2012, FY 2011, FY 2010

[APPENDIX C: Marketing, Advertising & Promotion Expenses](#), FY 2012 and FY 2011

[APPENDIX D: Sample Marketing Flowchart](#), The successful Proposer must be able to create, produce, execute and implement multiple programs with frequent overlapping schedules. The successful Proposer must be able to accommodate work in progress on major campaigns for more than one product at a time and to structure the work in a manner that ensures deadlines are successfully met without sacrificing the quality of work. This document provides an overview of the types of marketing support required for our products and the timelines for delivery and implementation. The Marketing Flowchart is our primary method of keeping our marketing efforts on track.

[APPENDIX E: Sample Media Plan](#), FY 2013

A. **THE LOTTERY CURRENTLY OFFERS TWO PRODUCT LINES, SOLD BY ALL OF OUR RETAILERS**

1. **Instant (Scratch) Games**

We launch 40-45 games annually and provide some level of marketing support for nearly every game. Scratch games account for approximately 60% of our annual sales. Tickets cost from \$1 to \$30, and prizes range from a free ticket to multi-millions of dollars. Players scratch the coating from the ticket and see immediately if they have won a prize and how much the prize is worth.

2. **Draw Games**

Draw game tickets print via a Lottery terminal in Retailer locations. Drawings are held either daily or twice a week, depending on the game. We offer ten draw games differentiated by play styles and prize structure. Players can pick their own numbers, or let the computer choose them at "random." Players need to wait for drawings to be held to see if they have won. Three of our draw games are "multi-state" games (Powerball, Mega Millions and Lucky for Life). Seven are "CT Only" games (Play3 Day, Play4 Day, Play3 Night, Play4 Night, Cash5, Classic Lotto, Super Draw). Ticket prices range from \$.50 up to \$10.00 per ticket based on the game and play options, and offer prizes from a modest \$25

up to mega, mega millions of dollars! Combined sales from the ten draw games make up approximately 40% of our annual sales.

3. Game Information

Information about our games can be found by visiting these links:

[Scratch Games Information](#)

[Play3 Day and Play3 Night Game Information](#)

[Play4 Day and Play4 Night Game Information](#)

[Cash5 Game Information](#)

[Classic Lotto Game Information](#)

[Super Draw Game Information](#)

[New England's Lucky for Life Game Information](#)

[Powerball Game Information](#)

[Mega Millions Game Information](#)

The Lottery's marketing program primarily product driven. Our marketing efforts also include social responsibility programs and services, small and minority business development programs, scams and fraud education, AMBER and SILVER alert information, and additional causes that may support our mission. The successful Proposers will provide support as needed to those efforts.

B. ADVERTISING, MARKETING AND PROMOTIONS BUDGET INFORMATION

The Lottery is a successful gaming business that has delivered more than \$7.7 billion to the state's General Fund since 1972. For each of the last three years, we have had record General Fund transfers. In the most recent Fiscal Year (July 1, 2011 – June 30, 2012), the Lottery delivered \$310 million to the General Fund.

The successful Proposer will play a substantial role in the management of "Advertising, Marketing and Promotions" budget. The CLC may procure items on its own behalf when doing so is in the best interest of the corporation.

1. Refer to [APPENDIX C: Marketing, Advertising & Promotion Expenses](#) for a breakdown of expenditures as processed by estimates submitted by the agency of record for FY 2012 and FY 2011. Products and Services include these major categories:
 - a) Creative and Production: Creative, Production, Web Development, Point-of-Sale, Printed Materials, Signage, Retailer Support (fixtures, kits and signage development and installation, communications, promotions), and Miscellaneous.
 - b) Media Planning and Placement: Print, Radio, TV, Out-of-Home, Digital, Media Promotions and Sponsorships.
 - c) Public Relations, Multicultural Marketing, Social Media Marketing: Social Responsibility Initiatives (responsible play education and awareness, scams and frauds, AMBER and SILVER Alert support), Novelty Items, Special Events (including special event drawings), Retailer Rallies.
 - d) Marketing Research.

- e) Gaming Vendor Marketing Support.
- f) Agency Fees: Monthly costs associated with account management.

Part IV. **DEFINITIONS, PROPOSAL INSTRUCTIONS, PROCEDURES AND FORMAT**

A. **DEFINITIONS**

The following defined terms used throughout this RFP shall have the following meanings:

“Business Day” – Monday through Friday, excluding Holidays.

“CLC” or “Lottery” – the Connecticut Lottery Corporation.

“Contract” – the written agreement between the successful Proposer and the CLC for the goods and services described in this RFP.

“Department of Consumer Protection” or “DCP” – the Department of Consumer Protection of the State of Connecticut, the CLC’s regulatory agency.

“Evaluation Team” – the CLC personnel who will review Proposals and recommend a successful Proposer(s).

“High-Tier Claim Center” – A CLC retail location where single winning tickets up to \$5,000 in value may be cashed.

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

“Intellectual Property Rights” - any rights with respect to inventions, discoveries, or improvements, including patents, patent applications and certificates or inventions; trade secrets, know-how, confidential proprietary information, or similar rights; the protection of works of authorship or expression, including copyrights and future copyrights; trademarks, service marks, logos, taglines, designs and trade dress; and similar rights under any laws or international conventions throughout the world, including the right to apply for registrations, certificates, or renewals with respect thereto, and the rights to prosecute, enforce and obtain damages.

“Lottery Retailer” or “Retailer” – An individual or a business entity that is authorized to sell and redeem Lottery tickets.

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

“President” – the Chief Executive Officer of the CLC.

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

“Proposer” – any individual or business entity submitting a Proposal in response to this RFP, including that business entity’s parent corporation and each other subsidiary of that parent corporation.

“Portal” – the Connecticut State Contracting Portal maintained by the Department of Administrative Services, including its bidder notification system and website [CT State Contracting Portal](#).

“RFP” or “Request” – this Request for Proposals, including all its Attachments and Appendices and all addenda).

“Submission Date” – March 15, 2013 at 2:00 P.M. Eastern Standard Time.

B. RIGHT TO AMEND OR TERMINATE RFP

The CLC may, before or after the Submission Date and in its sole discretion, clarify, modify or terminate this RFP when it is in the CLC’s best interest. Any such action shall occur by posting a notice on the Portal and on the Lottery’s website at [CT Lottery Open Bids](#).

Each Proposer is responsible for checking the Portal and/or the Lottery’s website to determine if the Lottery has issued any addenda and, if so, to complete its Proposal in accordance with this RFP as modified by the addenda.

C. SCHEDULE OF CERTAIN KEY EVENTS AND DEADLINES

Proposer questions due	February 13, 2013 by 2:00 PM EST*
CLC response to questions issued	February 22, 2013*
Proposal Submission Date	March 15, 2013 by 2:00 PM EST*
CLC issues questions to Proposers about their Proposals (if necessary)	April 4, 2013
Responses to questions due from Proposers (if necessary)	April 16, 2013
CLC notifies the finalists invited to make oral presentations	April 23, 2013
Finalists make oral presentations	May 6 and 7, 2013
Evaluation Committee makes site visits to certain finalists	Week of May 13, 2013
CLC issues Preliminary Notice of Award	June 3, 2013
Contract effective date	July 1, 2013

Dates bearing an asterisk (*) are firm dates and times. All other dates are anticipated, not firm.

D. PROPOSER QUESTIONS

All questions concerning the CLC's procurement process or this RFP **must** be submitted in writing (including by e-mail or fax) and directed **only** to:

Janice Beckner, Associate Fiscal Administrative Officer (the "Purchasing Officer")
Connecticut Lottery Corporation
777 Brook Street
Rocky Hill, CT 06067
Voice Telephone: 860-713-2789
Fax: 860-713-2794
E-mail: Janice.Beckner@ctlottery.org

Proposers are prohibited from contacting any other Lottery employee or officer, or member of the Lottery Board of Directors, or State official concerning this RFP or the goods or services to be provided under it. A Proposer's failure to comply with this requirement may result in disqualification.

Each Proposer shall identify the specific section and page number of the RFP to which the question relates and is encouraged to submit any questions in advance of the question due date. CLC prefers a simple text format, no columns or shading. Proposer questions shall be sent by e-mail to the Purchasing Officer, who must receive them no later than the date and time set forth in section C, above. The Purchasing Officer will confirm receipt of a Proposer's questions by e-mail. Questions cannot be submitted via telephone, but the Purchasing Officer will accept telephone calls to confirm receipt of a Proposer's questions if the Proposer has not received an e-mail confirmation.

By the date and time set forth in section C, above, the CLC will answer all relevant written questions by issuing one or more written addenda, which shall be a part of this RFP and any resulting Contract. Addenda will be available through the Portal and on the Lottery's website. **Each Proposer is responsible for checking the Portal and website to determine if the CLC has issued any addenda and, if so, to complete its Proposal in accordance with the RFP as modified by the addenda. No oral statement of the CLC or any of its officers or employees, including the Purchasing Officer, shall be effective to waive, change or otherwise modify any of the provisions of this RFP, and no Proposer shall rely on any alleged oral statement.**

E. PROPOSAL SUBMISSION DATE

Proposals must be received in the CLC Purchasing Officer's office on or before the Submission Date. Proposers are solely responsible for ensuring timely delivery. The CLC will reject, and return unopened to the Proposer, Proposals received after the Submission Date.

F. ADDITIONAL INFORMATION

The CLC reserves the right, after the Submission Date, to ask any Proposer to clarify its Proposal or to submit additional information that the CLC in its sole discretion deems desirable.

G. PRESUMPTION OF PROPOSER'S FULL KNOWLEDGE

The CLC will presume that: (a) each Proposer 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 Proposer has read and understood this RFP and all addenda issued in connection with it. A Proposer's

failure and/or omission to review or examine any information concerning this RFP shall in no way relieve it from any aspect of its Proposal or the obligations related thereto.

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

H. SUBMISSION REQUIREMENTS

REQUIRED CONTENT AND ORDER OF PROPOSAL

Proposals must be clearly written and legible. They must contain all of the information, documents and forms listed below, and be presented in the order and manner listed. All pages of the Proposal must be numbered at the right-hand bottom of the page.

The original Proposal shall be signed by a person duly authorized to sign it on the Proposer'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.

The CLC appreciates conciseness and clarity of content.

Submittals shall contain the following information, documents and forms in this order:

PROPOSAL PACKAGE

The "Proposal Package" must be presented in 3-ring binders. Tabs denoting each section must be utilized. The following sections are mandatory and must be tabbed as indicated and appear in this order:

TAB: Digital Proposal

(Two [2] CDs or other digital media to be included in the original Proposal only and not in copies)

A CD or other digital media containing the complete Proposal, except for the Proposer Confidential Information, as described in [Part VIII, Section E.1.: Proposer Confidential Information](#) is required. As described in that section, the purpose of this CD/other digital media is to provide a simple means for the CLC to provide a copy of a Proposal in response to a Freedom of Information Act request. Please label this CD/other digital media "2013 Advertising and Marketing Services RFP Proposal, (company name) for FOIA use."

A CD or other digital media containing the complete Proposal, including the Proposer Confidential Information but excluding pricing proposals and financial information, as described in [Part VII: Proposer's Financial Statements](#). The purpose of this CD/other digital media is to provide the CLC with a simple means to search and locate information contained in the hard copy of the Proposal. Please label this CD/other digital media "2013 Advertising and Marketing Services RFP Proposal, [company name], for CLC use."

TAB: Collaborative Proposal

If the Proposer is submitting a collaborative proposal, the information described in [Part IX, Section A: Proposer Collaboration](#) must appear here. If the Proposer is not submitting a collaborative proposal, the Proposer must indicate that here.

TAB: Proposer's Business Structure, Credentials and Operations

The information/documents described in [Part V, Sections A-E: Proposer's Business Structure, Credentials and Operations](#) must appear here.

TAB: Proposer's Prior Performance Issues

The information/documents described in [Part VI, Sections A-D: Proposer's Prior Performance Issues](#) must appear here.

TAB: Proposer's Financial Statements

Only the signed and dated statement by the Proposer's Chief Financial Officer as described in [Part VII: Proposer's Financial Statements](#) must appear here. All other documents requested in that Part VII must be placed in the "Financial Package" described below.

TAB: Minimum Proposer Qualifications

The information described in [Part IX, Section B: Minimum Proposer Qualifications](#) must appear here.

TAB: Proposer's Information

The information/documents described in [Part IX, Section C: Proposer's Information](#) must appear here.

TAB: Proposer's Experience and Strengths

The information/documents described in [Part IX, Section D: Proposer Experience and Strengths](#) must appear here.

TAB: Creative Development and Production Examples

If the Proposal includes this service, the information/documents described in [Part IX, Section G: Creative and Production Examples](#) must appear here. If not, the Proposer must indicate that here.

TAB: Media Planning and Placement Examples

If the Proposal includes this service, the information/documents described in [Part IX, Section H: Media Planning and Placement](#) must appear here. If not, the Proposer must indicate that here.

TAB: Public Relations, Social Media Marketing and Multicultural Examples

If the Proposal includes any of these services, the information/documents described in [Part IX, Section I: Public Relations, Social Media and Multicultural Marketing](#) must appear here. If not, the Proposer must indicate that here.

TAB: Case History

The information described in [Part IX, Section J: Case History](#) must appear here.

TAB: Affirmative Action Plan

Both a copy of the Proposer's Affirmative Action and Equal Employment Opportunity policies, if required or if available, and a copy of the Proposer's current supplier diversity certification, if any, from any accrediting organization (e.g., a state, or the Greater New England Minority Supplier Development Council) must appear here.

TAB: Attachments

The following completed and signed Attachments must appear here.

[Attachment A: Proposer Identification Form](#)
[Attachment B: Proposer's Affidavit](#)
[Attachment D: Consulting Agreement Affidavit](#)
[Attachment E: Gift and Campaign Contribution and Certification](#)
[Attachment F: Affirmation of Receipt of State Ethics Laws Summary](#)
[Attachment G: SEEC Form 10, Campaign Contribution and Solicitation](#)
[Attachment H: Non-Discrimination Certification](#)

Do not return [Attachment I: SEEC Campaign Contribution and Solicitation](#), which is for information only.

FINANCIAL PACKAGE

Financial Statements as described in [Part VII: Proposer's Financial Statements](#) must be submitted in a separate sealed envelope marked as such and delivered along with the "Proposal Package" and "Pricing Package."

PRICING PACKAGE

[Attachment C: Price Proposal](#) must be submitted in a separate sealed envelope marked as such and delivered along with the "Proposal Package" and "Financial Package."

I. PROPOSAL SUBMISSION INSTRUCTIONS AND REQUIREMENTS

1. Submission Date

Proposals must be received by the Purchasing Officer on or before the Submission Date. Proposals postmarked after that date and time, do **NOT** satisfy this requirement. The CLC will not accept submissions by e-mail or fax. Proposers are solely responsible for ensuring timely delivery. The CLC will reject, and may return unopened, Proposals received after the Submission Date. The CLC will **NOT** accept late Proposals.

2. Withdrawal of Proposal/Proposal Effectiveness

A Proposer may withdraw a Proposal personally or in writing provided that the CLC's Purchasing Officer receives the withdrawal prior to the Submission Date. Proposals are considered valid, and may not be withdrawn, cancelled or modified, for one-hundred twenty (120) calendar days after the Submission Date to allow the CLC to review and evaluate the Proposals, investigate a Proposer's qualifications, issue a Preliminary Notice of Award, and execute a Contract with the successful Proposer.

3. Proposal Submission

- a) The Proposal submittal shall contain three (3) separate packages with the information and documents described and marked as set forth below:
 - (i) "Proposal Package" must contain only one (1) original hard copy and five (5) hard copies, along with each of the two separate CDs or other digital media (such CDs to be included with the original only) containing all of the information and documents listed in [Part IV, Section H: Submission Requirements](#). This "Proposal Package" shall NOT

contain information or documents to be included in the “Pricing Package” or the “Financial Package”;

- (ii) “Pricing Package” must contain only one (1) original hard copy of [Attachment C: Price Proposal](#) and shall NOT include any other documents or information; and
- (iii) “Financial Package” must contain one (1) original plus three (3) copies of the financial information and documents listed in [Part VII: Proposer’s Financial Statements](#); and

A Proposer failing to submit [Attachment C: Price Proposal](#) and other financial-related information separately as described above may be disqualified from further consideration. A Proposer must not mention, refer to, or quote pricing or cost figures anywhere other than in [Attachment C: Price Proposal](#); if so, its Proposal may be disqualified.

b) Package Labeling

Packages must be addressed to the attention of the Purchasing Officer listed on the front page of this RFP and be labeled as follows:

Proposal Package(s) must be sealed, contain the Proposer’s name and address in the upper left-hand corner, and must be clearly labeled with the words “RFP PROPOSAL RESPONSE BOX 1 of X, 2 of X, etc” and the RFP Description, RFP Number, and Submission Date.

Pricing Package (envelope) must be sealed, contain the Proposer’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, and Submission Date.

Financial Package(s) must be sealed, contain the Proposer’s name and address in the upper left-hand corner, and must be clearly labeled with the words “RFP PROPOSAL – FINANCIAL DISCLOSURES BOX 1 of X, 2 of X, etc ” and the RFP Description, RFP Number, and Submission Date.

The CLC will reject, and will not accept, any Proposal submitted in an unmarked package or envelope that the CLC opens in the normal course of its business. The CLC may, but shall not be required to, return such Proposal and inform the Proposer that the Proposal may be resubmitted as described above.

Part V. **PROPOSER’S BUSINESS STRUCTURE, CREDENTIALS AND OPERATIONS**

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

- A. Full business name, address of its principal place of business, and address of the office that will manage the CLC account;
- B. Legal structure and key participants, including:
 - 1. If a corporation: the names of all corporate officers and directors, and the names of all stockholders having ten percent (10%) or more equity in the corporation;
 - 2. If a partnership, LLP, LLC or joint venture: the names of the general partners, the limited partners or members, and the owners;

3. If a trust: the names of the trustees and all persons entitled to receive income or benefits from the trust;
 4. If an association: the names of the members, officers and directors;
- C. Any known related party relationships between the Proposer (or its owners, officers, directors or primary members) and a CLC officer, director, or employee;
 - D. All pending or threatened bankruptcy, reorganization, insolvency, administrative, regulatory, or other material proceedings, actions or litigation involving the Proposer; and
 - E. The details of all pleas, convictions, findings or judgments against the Proposer, its owners, officers, directors or primary members (regardless of place of employment) for any criminal offense, fraud, misrepresentation, or violation of any federal, state, or local ethics law, regulation, ordinance, code, policy or similar standard.

Part VI. **PROPOSER'S PRIOR PERFORMANCE ISSUES**

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

- A. During the last five (5) years, it, its parent, or subsidiary has had any contracts terminated by default or for cause. If so, the Proposer must submit full details of the contract termination.
- B. It, its parent or subsidiary has ever been debarred or otherwise prohibited from contracting or submitting proposals or bids for contracts with: the State of Connecticut or any agency or political subdivision thereof; any municipal entity; or any other state, Native American body, or other governmental or quasi-governmental entity within the United States. If so, please fully identify the authority issuing the debarment prohibition, describe the reason(s) for the debarment/prohibition, and the state of inclusive dates thereof.
- C. During the last five (5) years, it, its parent, or subsidiary has been assessed penalties or liquidated damages under any of its existing or past contracts. If so, for each instance when penalties or liquidated damages were assessed, explain the reason(s) and the amount of such penalty/liquidated damages. Summary data is permitted when per instance data would cause a large volume of data; however, the CLC reserves the right to request the per instance data, which must be available upon request.
- D. During the last five (5) years, it, its parent, or subsidiary was the subject of any order, judgment or decree of any federal, state, municipal or provincial authority barring, suspending or otherwise limiting the right of the Proposer to engage in any business practice or activity, or if trading in the stock of the Proposer has been suspended. Information including a complete copy of such order, judgment or decree, must be fully provided, with appropriate and accompanying date(s) and explanation(s).

Part VII. **PROPOSER'S FINANCIAL STATEMENTS**

A successful Proposer must be financially sound and stable and able to perform the terms and conditions of the Contract. Each Proposer must provide:

- A. Audited financial statements for the last three (3) fiscal years. If audited statements are unavailable, provide unaudited financial statements PLUS complete federal tax returns for the last three tax filing years; and

- B. If the Proposer is a subsidiary of another company, the financials for the parent company for the same periods must be provided with the Proposer's statements.

The Proposer's Chief Financial Officer shall sign and date a statement that the financial statements provided were prepared in accordance with generally accepted accounting principles ("GAAP") accepted in the United States of America and fairly represent the financial condition of the Proposer as of the Submission Date.

Part VIII. **GENERAL TERMS AND CONDITIONS**

A. **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.

B. **COSTS FOR PREPARING PROPOSAL**

Each Proposer's costs incurred in developing its Proposal are its sole responsibility, and the CLC shall have no liability for such costs.

C. **BIZNET ACCOUNT**

Prior to Contract execution, the successful Proposer must create an account in the State Department of Administrative Services' "[BizNet](#)" system and upload the signed, dated, and notarized documents available at the "Affidavits & Nondiscrimination Forms" tab in that system. The successful Proposer shall update such affidavits and forms as required by law.

D. **OWNERSHIP OF PROPOSALS**

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

E. **FREEDOM OF INFORMATION ACT AND CONFIDENTIALITY OF INFORMATION**

1. **Proposer Confidential Information**

All information submitted in and with a Proposal is subject to disclosure under the Connecticut Freedom of Information Act, as amended and judicially interpreted. A Proposal may contain financial, proprietary, trade secret or other data that a Proposer claims should not be public (the "Proposer Confidential Information"). To protect such information from disclosure, a Proposer must identify specifically the pages and portions of its Proposal that contain the claimed Proposer Confidential Information. Such Proposer Confidential Information must be identified as follows: (a) each page containing Proposer Confidential Information must contain a footer with the word "CONFIDENTIAL"; (b) the beginning of Proposer Confidential Information must be noted "CONFIDENTIAL INFORMATION BEGINS HERE;" and the end of Proposer Confidential Information must be noted "CONFIDENTIAL INFORMATION ENDS HERE;" and (c) the Proposer must provide a CD or other digital media containing its complete Proposal (including pricing) except for the Proposer Confidential Information. **If the CLC receives a request for a copy of a Proposal, the CLC will make a copy of that CD or other digital media and provide it to the requester without notice to the Proposer and without review of the CD or other digital media's contents. Accordingly, each Proposer is solely responsible for, and the CLC shall have no liability to a Proposer for, the inclusion of any Proposer Confidential Information on the CD or other digital media or the provision of a copy of such to a third-party.**

If the CLC receives a request for a Proposers' Confidential Information, it will promptly notify the Proposer of such request and provide the Proposer with a copy of any written disclosure request. The Proposer may provide written consent to the disclosure, or it may object to the disclosure by notifying the CLC in writing of the basis for its objection, including the statutory, judicial or other legal exemption(s) from disclosure. The Proposer shall be solely responsible for defending any complaint or other legal proceeding related to the nondisclosure of claimed Proposer Confidential Information, including but not only replying to and appearing before the Connecticut Freedom of Information Commission, and providing appropriate witnesses and documents. Provided that the Proposer has fully complied with the requirements of and cooperates with the CLC as described in this section, the CLC shall, to the extent permitted by law, protect the Proposer Confidential Information from unauthorized disclosure.

2. CLC Confidential Information

Each Proposer shall protect from unauthorized use and disclosure all financial, statistical, technical, proprietary and other data related to the Lottery and its operations that the CLC has made available to the Proposer and that the CLC has designated as "confidential" ("CLC Confidential Information"). A Proposer shall not release or discuss the CLC Confidential Information with any third party without the CLC's prior express written consent in each instance. A Proposer shall promptly return CLC Confidential Information to the CLC upon the CLC's written request.

If a Proposer receives a request for disclosure of any CLC Confidential Information (for example only, by subpoena), the Proposer shall immediately notify the CLC of such request and provide the CLC with a copy of any written request. The CLC reserves the right to object to the disclosure of said information and to notify the Proposer to withhold disclosure of said information, identifying in such notice the basis for such objection, including the statutory exemption(s) from disclosure.

Each Proposer agrees and warrants that it shall not use CLC materials or data, including but not limited to CLC Confidential Information, in any form in connection with any other procurement effort, whether public or private. Each Proposer shall indemnify and hold harmless the CLC from and against any and all costs, losses, damages and expenses, including attorneys' fees, incurred in connection with any security breach or loss of any CLC data by the Proposer, its employees and/or subcontractors. These obligations shall survive the RFP process and the termination or expiration of the Contract.

A Proposer is not 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 Proposer's possession prior to the issuance of this RFP, is independently developed by the Proposer outside the scope of this RFP, or is lawfully obtained from third parties.

F. AUTHORITY TO DO BUSINESS

If a Proposer is a corporation or other legal entity that is required to file or register 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, request acceptable evidence of any Proposer's authority to do business prior to the execution of a Contract.

G. ADVERTISING

A Proposer 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, social media, brochures or other materials, or on its website, without in each instance the CLC's prior written consent.

H. QUALIFICATIONS OF PROPOSERS

The CLC, in collaboration with the Department of Consumer Protection and the Connecticut State Police, may, at any time after submission of a Proposal, make any investigations deemed proper and necessary to determine the ability of a Proposer to perform the Contract. Such investigations may include, but not be limited to, financial and criminal background investigations on those individuals the CLC and the Department, in their sole discretion, determine to be key employees expected to be directly involved in the performance of the Contract.

I. REQUIRED INSURANCE

By signing and submitting a Proposal, a Proposer agrees that, if it is the successful Proposer, it and each of its permitted contractors and subcontractors, at their sole cost and expense, will obtain and maintain in force during the term of the Contract the insurance coverage's specified in this RFP covering the successful Proposer, its permitted 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 an 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.

Before Contract execution, the successful Proposer shall obtain and deliver to the CLC's Purchasing Officer Certificates of Insurance, in a form satisfactory to the CLC in its sole discretion, for the kinds and minimum amounts of insurance specified below. Each Certificate of Insurance shall: (a) list the "Connecticut Lottery Corporation, its directors, officers and employees" as additional insured's with respect to liabilities and losses related to the Contract; (b) shall require the insurance company to provide thirty (30) calendar 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; and (c) attach a list of all endorsements (by endorsement number and name) for each required policy. The successful Proposer shall require the insurance carriers of the required coverage's to waive all rights of subrogation against the CLC, its directors, officers and employees.

If the successful Proposer 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.

Except for Workers Compensation coverage, all required insurance policies shall be primary and non-contributory with any insurance or self-insurance programs carried or administered by the CLC. No insurance required or furnished shall in any way relieve or diminish the successful Proposer's responsibilities, obligations and liabilities to the CLC under the Contract.

- 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 successful Proposer in any capacity in connection with carrying out the Contract;
- c) Workers Compensation and Employer's Liability. Workers Compensation coverage in the minimum amount required by the applicable law of the location where the work under the Contract will be performed. In addition, Employer's Liability coverage with minimum limits of \$500,000 each accident, \$500,000 per employee, and \$500,000 disease policy limit.
- d) Errors and Omissions (including Printer's 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; and,
- f) Fidelity or Employee Theft. In the amount of \$100,000 covering any loss to the Lottery due to any fraudulent or dishonest act on the part of, or theft by, the successful Proposer's officers, employees, agents or subcontractors.

J. PERFORMANCE SECURITY

The CLC reserves the right to request, at any time, that the successful Proposer provide the CLC with a performance bond or other form of security in an amount determined by and in a form satisfactory to the CLC in its sole discretion.

Part IX. TECHNICAL REQUIREMENTS

A. PROPOSER COLLABORATION

A Proposer may partner with other service providers to submit a collaborative Proposal to provide any of the goods and services sought by this RFP. Collaborative Proposals are to be submitted by a single Proposer, who will be the party to the Contract with the CLC. A collaborative Proposal must contain all of the documents and information required by this RFP and otherwise comply with all of its terms and conditions. **In addition**, it must, at a minimum, clearly and fully: (1) identify (full legal name, street address, mailing address (if different from street address), and telephone number) each proposed partner; (2) describe in detail the work to be performed by each proposed partner; (3) describe the manner in which the responsibilities will be allocated between the partners; and (4) explain the advantage to the CLC of such proposed collaboration.

The CLC shall determine, in its sole discretion, whether to accept a collaborative Proposal. If it does, all of the terms and conditions of the Contract shall apply to each proposed partner, and the successful Proposer shall ensure full compliance with the Contract. The successful Proposer shall remain fully and solely liable and responsible to the CLC for the performance of the Contract, as well as for the acts and omissions of each proposed partner and persons employed, directly or indirectly, by such partner.

B. MINIMUM PROPOSER QUALIFICATIONS

To be considered, each Proposer must confirm that it has met the qualifications listed below. Proposers may provide additional supporting information for each item.

1. Five years in sustained business as an individual Proposer; or, five years total sustained business shared between collaborating Proposers for Creative Development and Production and Media Placement; or, three years sustained business as an individual Proposer of Public Relations, Multicultural Marketing, or Social Media Marketing.
2. \$5 million in annual gross billings (Individual, or combined for collaborative Proposals) in the areas of Creative Development and Production, and Media Planning and Placement; or \$1 million in annual gross billings in the area of Public Relations, Multicultural Marketing or Social Media Marketing.
3. Sustained experience in the marketing services segment for which Proposers submit Proposals.
4. At least six current accounts, including full-time and project work.

C. PROPOSER INFORMATION

Each Proposer must respond to the following items:

1. If you were selected, where would CLC fit into your current roster of accounts?
2. Describe the involvement of senior personnel or executive management on an on-going basis to the Lottery's account.
3. Provide the names and positions of the employees to be assigned to this account. Indicate if personnel for the CLC account will serve it on a full-time, part-time, or contractor basis.
 - a) For each person that will be assigned to the CLC account, provide a brief description (no more than one-page) of that person's background, capabilities, why they are suited for our account, and about the role they will serve if chosen.
 - b) Indicate which of the following resources could be available to service the CLC account, and the number of people by department and functional area. Indicate if the personnel assigned are full-time, part time, or contractor basis. Respond only for the services for which you are submitting a Proposal:
 - (i) Strategic/Account Planning
 - (ii) Creative
 - (iii) Graphic Design
 - (iv) Internet/Digital Media Production
 - (v) Production (List types)
 - (vi) Media Planning
 - (vii) Media Buying
 - (viii) Website Development
 - (ix) Public Relations

- (x) Social Media Marketing
 - (xi) Multicultural Marketing
 - (xii) Research
 - (xiii) Finance
 - (xiv) Other (Explain)
4. Provide an estimate of your firm's net billings and overall percentage breakdown by type (i.e., radio, TV, out-of-home, creative, media planning/buying, public relations, web/digital development, research, other) for calendar year 2012.
 5. For calendar years, 2011, 2010 and 2009, provide an overall percentage breakdown of net billings by type (i.e., radio, TV, out-of-home, creative, media planning/buying, public relations, web/digital development, research, other).
 6. Provide a complete list of current clients, including:
 - a) Business name and location
 - b) Length of relationship
 - c) Full service client or project work
 - d) Types of services provided to each client
 - e) Annual gross billings derived from the account
 7. Provide a list of former clients from 2009 - 2012 that includes:
 - a) Business name and location
 - b) Length of relationship, and reason for conclusion
 - c) Full service client or project work
 - d) Types of services provided
 - e) Total annual gross billings derived from each client
 8. What cause-related marketing initiatives has your firm engaged in recently on a pro-bono basis? What percent of your business is dedicated to pro-bono cause work?
 9. Provide information about your firm's emergency and disaster recovery plans. Specifically, we want to know what plans a Proposer will employ to ensure that workflow and delivery of results of CLC projects will continue in emergency situations.

D. PROPOSER EXPERIENCE AND STRENGTHS

We want to know what makes your organization suited to support the Lottery. In four pages (maximum), we want the Proposer to explain to us:

1. Pages 1 through 3: The experiences and strengths that each Proposer has for the service being Proposed by it that is similar to what we seek. We encourage Proposers to use actual case details. Describe any additional features, aspects or advantages of your services not covered elsewhere in your Proposal.
 - a) In each statement of experience and strength, we are interested in learning how your firm will ensure that the ideas and concepts presented for CLC review are original. Include details on the steps your firm takes to vet creative concepts.
 - b) Provide details about the process that will be used to deliver products and services to support the CLC's goals.
 - c) Each Proposer must provide a minimum of three references from the past three years for which work has been performed similar in scope and size to that specified in this RFP. Include contact name, address, phone number and company work for which work was performed.
2. Page 4: If a Proposer has provided advertising and marketing services to other gaming enterprises or lotteries, we want to learn about that as well.
 - a) Disclose each business relationship, the extent of services provided, dates and duration of service, and details that will help to support your case.

E. GOALS/OBJECTIVES

We have a sustained base of customers aged 18 or older, seek to attract new customers, and work to expand participation among casual consumers. Each year, we set sales and profitability goals and depend on our business partners to help us reach and exceed expectations.

We believe in integrity and honesty in our business practices and in our marketing. By educating the public about our products and services, we believe that we can increase consumer loyalty, position the Lottery as a fun entertainment option, and improve sales and profits for our retailers and our state.

Social responsibility is a core value at the Lottery. We create our marketing pieces keeping in mind that lottery is not child's play, nor is it a "way out" of financial difficulty or as an alternative to work. We encourage Proposers to review [APPENDIX A: Code of Good Practice](#).

Efforts to promote Lottery play as a form of entertainment can be found in videos of our television advertising, available via [CT Lottery Videos](#).

Local businesses are the backbone of our success, and we strongly support "buy local" initiatives.

We appreciate Proposers submitting Proposals that are made from recycled and or environmentally preferable products.

F. SCOPE OF SERVICES

By submitting a Proposal, each Proposer agrees it will provide at all times during the Contract the following general requirements, as well as the requirements set forth in the Documentation, Accounting, and Billing section below:

- a) The successful Proposer will be responsible for the costs of all labor and services; costs and materials for publication; shipping within Connecticut; postage; overnight deliveries; travel within Connecticut; attendance and registration fees for industry conferences and educational seminars; overhead; insurance, bonds or letters of credit; profits; permits and licenses; phone; separations; voice messaging; fax phone charges; fax lease; internet service; photography and prints; artwork; production cost overruns; advertising copy; disks; CD-ROMs.
- b) Monthly Agency Fees will cover the time spent by the successful Proposer's personnel who will service the account, as well as other administrative costs.
- c) The successful Proposer will provide a qualified Account Executive who will be the primary daily point of contact with the CLC and who will oversee all contractual obligations and procedural requirements of the CLC. The Account Executive must be available for meetings, discussions and reviews and will ensure timely preparation and delivery of estimates, schedules, services and goods, invoices and performance reports as required. This person must become familiar with and committed to all aspects of the account and the strategic goals of the CLC. This person must have proven resource management skills and the ability to inspire "best work" from project personnel, and must obtain pricing favorable to the CLC. The Account Executive must be compatible with and approved by the CLC. The Account Executive shall provide status reports summarizing status and action items. The successful Proposer must commit to maintain or increase the level of service throughout the term of the Contract as needed.
- d) Recommendations for strategic planning assistance to establish the CLC's marketing goals and help to structure on-going programs.
- e) With the exception of invoices, information provided to the CLC must be provided electronically via email.
- f) The successful Proposer must collaborate with the CLC Purchasing Department to identify and utilize, as much as practicable, the services of businesses registered with the [State of Connecticut Supplier Diversity Program](#) in an effort to assure the CLC meets and exceeds its supplier diversity goals. Information about the CLC's own efforts to support local businesses, including small and minority owned businesses, is available in [APPENDIX F: Advertising Supplier Diversity Spend](#). The CLC also tracks its "good faith effort" spending with minority-owned enterprises certified as such by several organizations including, but not limited to, the Greater New England Minority Supplier Development Council. The CLC Purchasing Officer will work directly with the designated account point person to identify and encourage utilization of minority owned enterprises. As mentioned in Part XII, Contract Terms, quarterly reporting of Tier II spend with certified small business and minority owned enterprises will be required.
- g) The successful Proposer must develop and seek approval on project briefs, creative strategies and implementation timelines for each project. The successful Proposer must maintain and comply with project timelines.
- h) If requested by the CLC, the successful Proposer shall assist in the development, implementation and administration of special promotional programs, including but not limited to corporate sponsorship programs or cooperative partnership promotions.

Documentation, Accounting and Billing

- i) The successful Proposer will pay all Lottery related bills that it generates in a timely fashion. If it fails to do so and a vendor contacts the Lottery directly about payment, the Lottery reserves the right, without notice to the successful Proposer, to pay the bill directly and to offset the amount thereof from the next payment(s) due the successful Proposer. Any such offset/deduction shall not waive or diminish any of the Lottery's rights against the successful Proposer.
- j) The successful Proposer will develop a cost-efficient annual budget for all expenditures and services required by this RFP. The level of anticipated spending will be provided by the CLC.
- k) A monthly budget recap, including fiscal year-to-date actual expenditures, planned expenditures, and outstanding budget amounts, will be submitted by the 15th of each month. The successful Proposer will reconcile all outstanding invoices with the CLC on a monthly basis, or more frequently as requested.
- l) Quarter-end reconciliations will be submitted within 30 calendar days of each quarter's close.
- m) Purchasing recommendations, via estimates, will be provided on all project items. Prior to placing orders for services, estimates must be approved by the CLC. The CLC will not be responsible for expenditures for which prior documented approval was not obtained.
- n) All purchases shall be made on terms and conditions provided by, and determined in the sole discretion of, the CLC.
- o) Payment terms are net thirty (30) calendar days after receipt of goods or invoice, whichever is later, unless otherwise specified.
- p) Quarterly cost effectiveness evaluations will be provided to the CLC.
- q) Prices for goods and services to support the requirements of this RFP are expected to achieve maximum value-added or promotional opportunities for the CLC.
- r) Estimates must contain information satisfactory to the CLC in its sole discretion.
- s) Invoices submitted to the CLC for payment shall be itemized and include appropriate back-up materials (i.e., signed copies of cost estimates, other supplier invoices for outside services, and/or written explanations or justifications for any discrepancies).
- t) Obtain all prompt payment or other similar discounts from media and suppliers in the performance of services under the Contract. When the successful Proposer receives a cash discount from media or suppliers, the CLC shall receive full allowance for each such discount provided. All credits due to the CLC will be itemized and deducted from an invoice issued to the CLC within 30 calendar days of the successful Proposer's receipt of the credit.
- u) The successful Proposer shall maintain shared responsibility for budget control and cost control.
- v) Payment will be made to the successful Proposer only after completion of delivery of goods and services to the CLC.

- w) All billings for media advertising are to be net without the successful Proposer's commission.
- x) Television or radio production billing shall include no commission to the successful Proposer.

1. Creative Development and Production Services

Each Proposer submitting a Proposal for Creative Development and Production Services agrees it will provide at all times during the Contract the following requirements:

- a) A comprehensive annual marketing plan will be submitted by July 1 of each calendar year. The plan must reflect CLC's overall strategic plan, budget limitations, timelines and guidelines as communicated by CLC management. Periodic reviews of the plan will occur. In the first year of the Contract, delivery of the plan will be deferred until October 1.
- b) Creative development and production strategies consistent with the CLC's mission and vision will be adhered to. For each project, multiple creative options will be required for CLC's consideration.
- c) Develop artwork, production specifications and CLC marketing materials, including but not limited to:
 - (i) Point-of-Sale items: payout cards, wobblers, clings, posters, change mats, change mat inserts, counter cards, mini-toppers, dispenser signage, winning number pads, banners, presentation checks, stationery
 - (ii) Promotional items: penny trays, product displays, balloons, t-shirts, pens, pencils, presentation checks, banners, giveaways, presentation plaques
 - (iii) Signage: In-store jackpot signs, High-Tier Claim Center, interior/exterior, special venue, special event exhibits
 - (iv) Printed materials: cards, mailers, annual reports, brochures, folders, inserts, newsletters, sales brochures/packets
 - (v) Media: TV, radio, Out-of-Home, digital, print
 - (vi) Trademark, Servicemark and Copyright symbols: refer to [Part XII, Section F: Intellectual Property Rights](#).
- d) Manage CLC subcontractors for sign installation and Out-of-Home properties, as well as assisting CLC with the gathering of contract materials.
- e) Some materials that are created by the successful Proposer may be procured by the CLC Purchasing Department.
- f) Overruns and Underruns. An overrun or underrun of any item ordered by the Lottery must not exceed two percent (2%) of the total quantity involved. The Lottery may refuse any overage or shortage not agreed upon in advance and may demand complete delivery of the correct quantity.
- g) Prepare and submit samples of advertising and marketing strategies used by the Lottery in national competitions or contests.

- h) Proofreading services for all materials created and produced.
- i) The CLC will identify one lottery industry conference per year to which the successful Proposer may send one key member. The CLC may, in its sole discretion, contribute to the cost of registration fees and related room expense that are pre-approved in writing.
- j) The CLC will identify one responsible gaming conference in CT to which the successful Proposer will send one key member. The CLC may, in its sole discretion, contribute to the cost of participation.
- k) Play a consultative role in the actual production process, including reviewing proofs and monitoring delivery.
- l) The successful Proposer shall investigate and report on innovative advertising and marketing programs. When requested, the successful Proposer will provide to the CLC a list of names and addresses of potential vendors to supply commodities.
- m) If requested by the CLC, the successful Proposer may assist in the creation of game names, ticket designs, game logos, trade characters or art for other uses by the CLC.
- n) Create and execute programs and materials in support of alliances and initiatives in which the CLC participates (e.g., responsible play, scams and frauds, AMBER/SILVER alerts, supplier diversity, etc.).
- o) Assist the CLC in negotiating, planning and executing Retailer, player and corporate meetings and events through the Contract period. Such events may include, but are not limited to: public hearings, Retailer rallies, focus groups, fair and festival events throughout the state, second-chance drawing events and promotions, and sponsorships.

2. Media Planning and Placement Services

Each Proposer submitting a Proposal for Media Planning and Placement Services agrees it will provide at all times during the Contract the following requirements:

- a) The successful Proposer will analyze the annual advertising budget and develop media plans consistent with the CLC's goals and designed to produce maximum effectiveness. Proposed buys will include scheduling details including the station, program and/or day part, time period, target rating points, number of spots, cost per spot and cost per rating point.
- b) The successful Proposer will be responsible for the negotiation, purchase, and instructions for the placement of all media and space. Any savings that might be achieved through long-term commitments or other special programs will be communicated to the CLC for consideration.
- c) Proposed buys will include scheduling details including the station, program and/or day part, time period, target rating points, number of spots, cost per spot and cost per rating point.
- d) The successful Proposer will attempt to negotiate free bonus media for the CLC. Any bonus media, and the value of savings to the CLC, must be identified in the summary of any media buy. Quarterly and weekly media buy schedules will be provided for approval by the CLC at least two weeks in advance of any media buy.

- e) Quarterly and weekly media buy schedules will be provided for approval by the CLC at least two weeks in advance of any media buy.
- f) The successful Proposer will prepare post buy analysis and audit placement of media on a quarterly basis. The analysis will measure the effectiveness of media buys in terms of cost, reach, frequency, continuity and message dispersion requirements, etc. Findings will be used to refine current and future media plans.
- g) The successful Proposer will provide multiple options for CLC consideration, when possible.
- h) The successful Proposer must implement a system to ensure that all media is run or published according to any contracts or placement instructions. Affidavits, tear sheets, or other documentation must be provided to the Lottery upon request.
- i) The successful Proposer must discuss with the Lottery any “make goods” that did not run as scheduled. All such materials shall be maintained by the successful Proposer and available for inspection by the Lottery upon request.
- j) The successful Proposer must make the CLC aware of any possible sponsorships, the cost-efficiency of any such sponsorships and its recommendation on the value of the sponsorships.
- k) The successful Proposer will work to secure and coordinate media opportunities for CLC personnel to promote product categories “on-air” as a result of media buys.
- l) Media invoices will be reconciled and submitted within 45 calendar days of broadcast. The CLC will not be responsible for payment on media spends for which an estimate was not provided during the same quarter as the media placement occurred.
- m) Quarterly post-media buy evaluations will be provided within 45 calendar days of a quarter’s close.
- n) Direct response programs, assistance in the areas of response tracking and data base management will be provided as the CLC requests.

3. Public Relations Services

The CLC has a small in-house Public Relations staff that provides a variety of services to the corporation. Press releases are generated for winning experiences, social responsibility and related corporate needs. Responding to the numerous customer inquiries received via the website, by mail and over the phone is a priority and helps to educate consumers about how games are played, policies and processes, and promotions. In-house staff also supports special events, promotions, Retailer events, out-of-studio special drawings, and sponsorships. Our team is capable and competent; however, we invite Proposers to tell us how they could support our needs even further.

A Proposer bidding on Public Relations Services must provide details and pricing for the services it proposes.

4. Multicultural Marketing Services

The CLC has a diverse customer and Retailer base and seeks to reach those audiences in meaningful ways. Currently, we provide game play information on our payout cards in both

English and Spanish, and we have recently partnered with local radio stations to create multicultural spots. We invite Proposers with expertise in communicating with diverse audiences to respond and provide information on strategic planning, research, methods and a plan to reach these audiences.

A Proposer bidding on Multicultural Marketing Services must provide details and pricing for the services it proposes.

5. Social Media Marketing Services

The CLC is preparing to engage social media as a way to communicate with current and potential audiences, and is actively recruiting a Social Media Director to lead the effort. We are planning for multiple platforms. We invite Proposers to tell us their approach towards social marketing, and to provide information on methods and services they can provide to further promote the CLC in this exciting marketing arena.

A Proposer bidding on Social Media Marketing Services must provide details and pricing for the services it proposes.

G. CREATIVE DEVELOPMENT AND PRODUCTION EXAMPLES

Respond only if bidding on this service.

1. Provide 5 examples of original creative by your firm, and provide a brief explanation of each. Focus on the client request, goal, and how it was achieved. Information regarding the approach to ensure cost-efficiency should be included. The list below includes more than five areas from which to choose. Work done on behalf of the CLC cannot be used.
 - a) In-store point-of-sale for an on-going campaign
 - b) Elements from a product launch campaign (include multiple elements as appropriate)
 - c) Radio
 - d) TV
 - e) Out-of-Home (billboards, and any other OOH as appropriate)
 - f) Digital marketing
 - g) Logo or package design and associated collateral materials
 - h) Issue/Cause related marketing

H. MEDIA PLANNING AND PLACEMENT EXAMPLES

Respond only if bidding on this service.

1. Provide one example from each of the following areas of media planning and placement by your firm, and provide a brief explanation of each. Focus on the client request, goal, and how you achieved it. Information regarding the approach to ensure cost-efficiency should be included. Work done on behalf of the CLC cannot be used.

- a) Planning and purchasing media: television, radio, print, out-of-home, digital, etc.
- b) A creative, unconventional form of media
- c) A \$100,000 radio campaign, spanning 13 weeks
- d) A promotion negotiated by your firm and executed through a media buy
- e) Ensure maximum value for your client media dollar.

I. PUBLIC RELATIONS, SOCIAL MEDIA MARKETING, AND MULTICULTURAL MARKETING SERVICES EXAMPLES

1. For each service bid, please:

- a) Explain how the Proposer develops a plan for a client, including how it establishes goals, spending, allocations, and defines target audiences.
- b) Include information regarding the approach to ensure cost-efficiency.
- c) Include items that you would use to support each service item bid (internet, print, radio, research, etc.)
- d) Explain the Proposer's evaluation of the effectiveness of the program being presented.
- e) Provide three examples of the item being bid on.

J. CASE HISTORY

Tell us about your best project completed within the last three years. We want to understand how you approached the project, executed it successfully, and also the results that it had on your client's sales (both immediate and sustained).

Present the case history in the following format:

- 1. Statement of need or problem
- 2. Solution
- 3. Timeline
- 4. Assessment of the program
- 5. Results
- 6. Costs
- 7. If applicable to your support of the project, include critical elements such as:
 - a) Media production items: TV, Radio, Out-of-Home, Digital, Print
 - b) Media placement plan

- c) Production items: point-of-sale, collateral, displays
- d) Social Media/Public Relations items: Website announcements, web development, press releases, press conference materials, etc.
- e) Promotional Events/Promotional merchandising
- f) Other related marketing materials (e.g., direct response)

Part X. **EVALUATION PROCESS, AWARD CRITERIA AND PROCESS, AND CONTRACT EXECUTION**

A. **EVALUATION PROCESS**

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

The Lottery reserves the rights, in its sole discretion, to accept all or any part of a Proposal, to reject all Proposals, to waive any informalities or non-material deficiencies in a Proposal, and to enter into one or more Contracts for any category of services described in this RFP, in each instance as the CLC determines to be in its best interests. Any Contract will be non-exclusive.

Proposals will be evaluated in three phases:

1. In Phase I, the Purchasing Officer will conduct a preliminary review of each Proposal to determine compliance with the required document and information requests of this RFP. Proposals that pass the required document and information review will proceed to the Phase II evaluation.
2. In Phase II, the Evaluation Team will evaluate the Proposals in light of the factors listed below.
3. In Phase III, Proposers determined to be “finalists” will be required to present an Oral Presentation (criteria follows) to the Evaluation Team and, possibly, the CLC President/CEO. As part of Phase III, the Evaluation Team may choose to conduct a site visit of the facility of one or more finalists.

The CLC will accept the Proposal or Proposals that, all things considered, the CLC determines to be in its best interests. Although price will be an important factor, it will not be the only basis for award. Due consideration will be given to factors such as, but not limited to, a Proposer’s experience, key personnel, creative development and production capabilities, financial stability, and other criteria relevant to the CLC’s interest as applicable to the scope of services.

The CLC may allow a Proposer to correct obvious clerical mistakes in Proposals. 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.

The CLC will select the Proposal(s) that it deems to be in its best interests and issue a Preliminary Notice of Award(s). **The making of a Preliminary Notice of Award(s) does not provide a Proposer with any rights and does not impose upon the CLC any obligations. The CLC is free to withdraw a Preliminary Notice of Award(s) at any time and for any reason. A Proposer has rights, and the CLC has obligations, only if and when a Contract is executed by the CLC and the successful Proposer.**

Because the successful Proposer and certain employees thereof must be licensed by the Department of Consumer Protection, the CLC will require (and will notify the successful Proposer when to submit) the following information and documents prior to Contract execution:

1. An organizational chart containing the names and titles of all employees who will be associated with performance of the Contract;
2. A list of employee names, addresses, dates of birth, and Social Security numbers;
3. Authorizations (to be provided by the CLC) signed by the employees to allow law enforcement agencies to release relevant background information; and
4. Certification from all employees expected to be assigned to the Contract that they are prohibited from purchasing in any state lottery tickets for any game in which the CLC participates and from receiving a prize(s) from said tickets during the term of the Contract. Further, any spouse, domestic partner, child, sibling or parent residing in the same household of a person assigned to the Contract shall also be prohibited from purchasing such lottery tickets and from receiving a prize(s) from any such tickets during the term of the Contract. This prohibition may, if the CLC or the DCP determines it to be in their best interests, be expanded to include successful Proposer employees, independent contractors and others who are not directly assigned to the Contract.

The CLC and/or the DCP reserve the right, in their sole discretion, to request additional information and documents.

The CLC's issuance of a Preliminary Notice of Award is subject to further discussions with the successful Proposer as the CLC, in its sole discretion, deems in its best interests. The CLC reserves the right to negotiate additional or modified Contract terms, to conduct any test it may deem advisable, and to further evaluate the Proposal.

The Contract will commence on approximately July 1, 2013 and be for an initial term of three years. The CLC may extend the Contract for up to three additional one-year extensions, issued either separately or in whole, under the same terms and conditions as the original Contract.

B. ORAL PRESENTATION ASSIGNMENT – INCREASE SALES AND PARTICIPATION FOR THE DAILY GAMES

The information below is provided as a summary of the scenario with which finalists will be presented. Proposers selected as finalists will receive further instructions upon selection. Presentations will last approximately one hour, with a 15 minutes question and answer period.

A finalist must present a comprehensive campaign designed to increase sales of the four Daily Games – Play3 Day, Play4 Day, Play3 Night and Play4 Night. The Daily Games are a mature product for the CLC, having first begun in February of 1998.

As a category, Daily Games accounted for \$220,060,260.50, or 20.34% of total sales, in Fiscal Year 2012, and delivered \$98,743,410.67, or, 31.85% of total amount to the General Fund. While profitable, sales for Daily Games industry-wide are slipping, and lotteries are looking for ways to bolster sales of this category. Typically, a Daily Games consumer "picks" his/her numbers rather than relying on the Lottery computer to pick numbers randomly. Players of Daily Games skew older, have a strong affinity for "their" numbers, and often play the same numbers day after day, from mid-day to evening draws. Daily Games are strong in urban settings. \$.50 is the most common wager amount per ticket.

Because of the variety of play styles and wager types associated with Daily Games, it is a category that is challenging to get non-numbers game players to try. It's even more challenging to stimulate trial play among consumers who are unfamiliar with numbers games.

The odds of Daily Games are favorable, prizes range from \$25 for a \$.50 wager on the Play3 games to \$25,000 for a \$5 wager on the Play4 games. Players get the best opportunity to win with the "Combo" play wager; however, Combo is a little known wager option.

Part XI. **CONTRACT TERMS**

The following provisions, and such other provisions of the RFP that apply (for example only, confidentiality of information), will be mandatory minimum terms and conditions of the CLC's Contract with the successful Proposer. The CLC reserves the right to include such other terms and conditions as it, in its sole discretion, deems in its best interests.

A. **DEFENSE, INDEMNIFICATION AND HOLD HARMLESS**

The successful Proposer shall indemnify, defend, and hold harmless the CLC, its directors, officers, agents, employees, Retailers, and the State of Connecticut, including any of the foregoing sued as individuals (collectively, the "Indemnified Parties") 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 successful Proposer's malfeasance, misconduct, negligence or failure to meet its obligations under the Contract (a "Claim"). The successful Proposer's obligations under this section shall not be limited in any way by any limitation on the amount, type or availability of its insurance or, in the case of a Claim brought against the Indemnified Parties by an employee of the successful Proposer or any of its contractors, by any limitation on the amount, type or availability of damages, compensation or benefits payable by the successful Proposer under applicable workers compensation, disability benefits, or other employee benefits law. The successful Proposer shall pay any and all attorneys' fees and costs incurred by the Indemnified Parties in enforcing any of the successful Proposer's obligations under this section, all of which shall survive the termination or expiration of the Contract.

B. **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.

C. **TERMINATION OF CONTRACT**

1. **Termination without Cause**

The CLC shall have the right, in its sole discretion, to terminate the Contract without cause. Any such termination shall be effected by the CLC sending written notice to the successful Proposer of its intent to terminate no less than thirty (30) calendar days prior to the termination date. In the event of such termination, the CLC shall pay the successful Proposer for the cost of any materials, services or other expenses reasonably and actually incurred at the time of the successful Proposer's receipt of the termination notice and not otherwise usable or recoverable by the successful Proposer. If the CLC terminates the Contract without cause, the CLC shall have no other liability or obligation to the successful Proposer, including but not limited to any

obligation or liability for claims of lost profits or other consequential damages. Upon receipt of a termination notice, the successful Proposer shall take all steps necessary to mitigate the costs and expenses payable under this section. The CLC's termination of the Contract without cause shall not excuse the successful Proposer from any liabilities or damages the CLC may have incurred as a result of the successful Proposer's failure to meet its obligations while the Contract was effective.

2. Termination for Cause

The CLC shall have the right, in its sole discretion, to immediately terminate the Contract for cause upon written notice to the successful Proposer. Such termination shall be without prejudice to any and all rights, remedies, and causes of action the CLC may have against the successful Proposer. The CLC's right to terminate for cause includes, but is not limited to, the following events:

- a) The successful Proposer materially fails to comply with any of its obligations and duties under the Contract; or
- b) A receiver, conservator, liquidator, or trustee of the successful Proposer, 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 successful Proposer under the federal bankruptcy code; or the successful Proposer is adjudicated bankrupt or insolvent; or any material portion of the assets of the successful Proposer is sequestered by court order and such order remains in effect for more than thirty (30) calendar days after the successful Proposer obtains knowledge thereof; or a petition is filed against the successful Proposer 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 successful Proposer 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 successful Proposer 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 it or of all or any part of its property; or
- e) The successful Proposer's financial condition deteriorates such that the CLC reasonably doubts the successful Proposer'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 successful Proposer'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 successful Proposer's representations, warranties, certificates, or statements made or furnished in connection with its Proposal or in the Contract is found by the CLC, in its sole discretion, to have been materially false, deceptive, incorrect, or incomplete; or
- h) The successful Proposer or its subcontractor commits fraud or is involved in collusion, conspiracy or other unlawful or fraudulent activities, whether or not related to the Contract; or

- i) The successful Proposer fails to adhere to the DCP licensing regulations and background checks; or
- j) The DCP revokes the successful Proposer's license; or
- k) The successful Proposer fails to meet or maintain any DCP or CLC-approved security standards; or
- l) The successful Proposer fails to give notice, or to give such notice timely, of a substantial change in its financial condition. For purposes of this provision, a "substantial change in financial condition" means any loss or judgment that equals or exceeds ten percent of the successful Proposer's net worth or that would jeopardize the successful Proposer's ability to meet its obligations under the Contract; or
- m) The successful Proposer fails to give notice, or to give such notice timely, of a substantial change in its ownership. For purposes of this provision, a "substantial change in ownership" means any merger, acquisition, assignment or change in parties who comprise ownership greater than 49% of the successful Proposer or the parent company of the successful Proposer; or
- n) The successful Proposer's failure to maintain the types and minimum amounts of insurance required by the Contract; or
- o) The successful Proposer's failure to provide, as and when requested, any performance security requested by the CLC; or
- p) The successful Proposer's failure to pay, or to pay timely, any invoice for goods and services purchased from third parties under the Contract.

The CLC's termination of the Contract does not excuse the successful Proposer from any liabilities or damages the CLC may have incurred as a result of the successful Proposer's failure to meet its obligations while the Contract was in effect.

D. FAILURE OF PERFORMANCE

Failure of the successful Proposer to deliver goods or perform services timely as specified in the Contract constitutes immediate authority for the CLC, without prior notice to the successful Proposer, to purchase these goods or service on the open market. For each such failure, the successful Proposer 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 successful Proposer's direct reimbursement to the CLC and/or the CLC's retention of monies due the successful Proposer under the Contract.

E. CONCLUSION OF CONTRACT AND TRANSITION TO NEW VENDOR

At the end of the Contract term, the CLC may award a new contract to another vendor. The successful Proposer shall cooperate fully and in good faith in that transition. Such cooperation shall include, but not be limited to, the sharing of pertinent information as it relates to the implementation of the new contract (e.g., indexed files of artwork, production jobs, media schedules, etc.). At the end of the Contract, the successful Proposer shall compile and return to the CLC all final components for all projects.

F. INTELLECTUAL PROPERTY RIGHTS

1. Representations and Warranties

The successful Proposer hereby represents and warrants to the CLC, for the CLC's reliance thereon, that it is the owner of all materials or Intellectual Property Rights used or relied upon in fulfilling its obligations under the Contract and/or otherwise has the right to grant to the CLC the rights set forth in the Contract without violating any rights of any third party.

2. Title to and Use of Intellectual Property Rights

All materials, processes and works developed and/or submitted by the successful Proposer in its performance under the Contract shall be considered work(s) made by the successful Proposer for hire for the CLC and shall belong to the CLC and/or its designees. These works for hire shall include materials, processes, and works that are authored, conceived, reduced to practice or otherwise obtained or developed by the successful Proposer during the term of the Contract and all extension(s) thereof if such materials, processes or works relate to or arise out of the successful Proposer's development and/or submission of materials, processes and works for the CLC pursuant to the Contract.

If by operation of law any of the materials, processes and works developed and/or submitted by the successful Proposer in its performance under the Contract, including all related Intellectual Property Rights, are not owned by the CLC automatically upon creation thereof, then the successful Proposer agrees to assign and hereby does assign, and its officers, employees, agents, servants and independent contractors agree to assign and hereby do assign, at the time of creation any and all of the materials, processes and works developed and submitted by the successful Proposer in its performance under the Contract, without any requirement of further consideration, any right, title or interest the successful Proposer or its officers, employees, agents, servants or independent contractors may have in such materials, processes and works to the CLC and its designees, including all Intellectual Property Rights pertaining thereto. Upon the CLC's request, the successful Proposer agrees to take such further actions, and to cause its officers, employees, agents, servants and independent contractors to take such further actions, including execution and delivery of instruments, as may be appropriate to give full and proper effect to such assignment and to obtain, and from time to time to enforce, all Intellectual Property Rights and protections relating to the materials, processes and works developed and submitted by the successful Proposer in its performance under the Contract in any and all countries of the CLC's choosing. These obligations shall survive the termination or expiration of the Contract. The CLC shall compensate the successful Proposer at a reasonable rate after such termination or expiration of the Contract for time actually spent by it at the CLC's request on such assistance.

The successful Proposer hereby irrevocably designates and appoints the CLC as its agent and attorney-in-fact to act for and on its behalf to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution and issuance of such Intellectual Property Rights and protections arising from the materials, processes and works developed and submitted by the successful Proposer in its performance under the Contract with the same legal force and effect as if executed by successful Proposer.

3. Third Party Rights

To the extent that the successful Proposer utilizes or relies upon the Intellectual Property Rights of a third party in fulfilling its obligations under the Contract, the successful Proposer will provide the CLC with whatever assurance the CLC, in its sole discretion, deems necessary that the use of such third party Intellectual Property Rights is permissible. In addition, in the event the successful Proposer fails to perform or breaches the Contract, the successful Proposer must, at its sole cost and expense, ensure the CLC's continued right of use of such third party Intellectual Property Rights.

4. Indemnification

The successful Proposer shall defend, indemnify and hold harmless the CLC, its directors, officers, officials, agents, employees, Retailers, and the State of Connecticut (the "State"), including any of the foregoing as individuals (collectively, the "Indemnified Parties"), from and against all proceedings, suits, actions, claims, damages, injuries, awards, judgments, costs, losses or expenses, including attorneys' fees, arising out of or relating, directly or indirectly, to: (a) the successful Proposer's breach of its representations and warranties set forth above; or (b) any claims that any or all of the products or services the successful Proposer provides under the Contract violate or infringe, in whole or in part, the Intellectual Property Rights of a third party ((a) or (b) constituting a "Claim" for purpose of this section).

The successful Proposer shall also be liable to the CLC and the State for all direct and/or consequential damages, including but not limited to loss of revenue to the CLC and the State, resulting from a Claim. The successful Proposer shall assume the defense of any and all such Claims or suits and pay the costs and expenses incidental thereto, subject to the CLC and the State's right to provide additional legal counsel at their own expense. In addition, the CLC shall retain the right to approve the terms of any settlement or compromise that affects the CLC's rights under the Contract or impose any obligations on the CLC.

The successful Proposer's obligations under this section shall not be limited in any way by any limitation on the amount, type or availability of its insurance and shall not apply to any liability, damage, cost, loss or expense to the extent that it is exclusively attributable to a claim that any Intellectual Property Rights developed solely by the CLC violate or infringe the Intellectual Property Rights of a third party. The successful Proposer shall pay any and all attorneys' fees and costs incurred by the Indemnified Parties in enforcing any of the successful Proposer's obligations under this section, all of which obligations shall survive the termination or expiration of the Contract.

5. Copyright; Trade and/or Service Marks

The successful Proposer will, at its sole cost and expense, obtain and pay for Federal trademark and/or service mark and/or copyright searches, and state trademark or service mark searches within Connecticut, on names or any aspect (i.e., music, artwork, composition or phrases) chosen for games, taglines, advertisements or promotions by the CLC and obtain a written opinion at its sole expense from outside intellectual property counsel as to the advisability of the use of such names or any aspect (i.e., music, artwork, composition or phrases) being used. "Outside intellectual property counsel" means an attorney with experience in intellectual property protection matters who is associated with, or employed by, an independent law firm.

The CLC shall then review a complete copy of each opinion prior to final determination of the name or any aspect (i.e., music, artwork, composition or phrases) of each game, advertisement or promotion and final approval of the final mechanical art for each game, tagline, advertisement or promotion. If a name or other aspect (i.e., music, artwork, composition or phrase) so chosen by the CLC has been expressly determined to infringe or violate a trademark, service mark or

copyrighted idea in connection with a game, tagline, advertisement or promotion as expressed in the written opinion supplied hereunder by the successful Proposer's intellectual property counsel, then the successful Proposer shall be relieved of its indemnification obligations described above.

At the CLC's request, the successful Proposer shall obtain, cause to obtain, or assist in obtaining or causing to be obtained, trademark, service mark, or copyright registrations, as the case may be, of any such chosen name or other aspect for a game, tagline, advertisement or promotion on behalf of the CLC.

G. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

In performing the Contract, the successful Proposer shall comply with all applicable federal, state and local laws, regulations, ordinances, codes and orders.

H. CONNECTICUT LAW AND COURTS

The 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. The successful Proposer irrevocably submits in any suit, action or proceeding arising out of the 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.

I. INSURANCE

The successful Proposer shall, at its sole cost and expense, obtain and keep in force during the Contract the types and minimum amounts of bonds and insurance listed in Exhibit _____. The CLC reserves the right to request from the successful Proposer a complete, certified copy of each required insurance policy.

The CLC reserves the right, at any time, to require such additional types and limits of insurance as the CLC, in its sole discretion, deems necessary. The successful Proposer shall obtain and maintain such additional insurance at its sole cost and expense.

J. LOSS OF STATUTORY AUTHORITY

If the CLC loses its statutory authority to operate, then the Contract shall be null and void.

K. NON-EXCLUSIVE RIGHT

The successful Proposer does not have the exclusive right to provide the CLC with the goods and services described in the Contract. The CLC retains the right to contract for such services during the Contract term, including any and all extensions thereof, from any other vendor or vendors that the CLC, in its sole discretion, deems in its best interests.

L. ACCOUNT EXECUTIVE

The successful Proposer must assign a qualified Account Executive who will be the primary daily point of contact with the CLC and who will oversee all contractual obligations and procedural requirements of the CLC. The Account Executive must be available for meetings, discussions and reviews and will ensure timely preparation and delivery of estimates, schedules, services and goods, invoices and performance reports as required. This person must become familiar with and committed to all aspects of the account and the strategic goals of the CLC. This person must have proven resource

management skills and the ability to inspire “best work” from project personnel, and must obtain pricing favorable to the CLC. The Account Executive must be compatible with and approved by the CLC. The Account Executive shall provide status reports summarizing status and action items. The successful Proposer must commit to maintain or increase the level of service throughout the term of the Contract as needed.

M. APPROVAL OF EMPLOYEES AND MINIMUM STAFFING LEVELS

The CLC and the Department reserve the right to review and, if necessary, disapprove any employee of the successful Proposer prior to the employee’s assignment to duties under the Contract. The CLC also reserves the right to require the removal of any employee of the successful Proposer at any time if the CLC finds that such employee is not performing in the CLC’s best interests. The CLC shall require the successful Proposer to maintain minimum staffing levels to meet the requirements of the Contract.

N. EQUAL BUSINESS OPPORTUNITY

It is the CLC’s policy 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. The CLC is committed to providing opportunity to a diverse group of vendors through both direct purchasing and procurement opportunities as well as Tier II opportunities through its contractors. In order to track the amount of funds spent with varied types of vendors, the CLC will request that the successful Proposer complete a Direct Tier II Spending Report to be provided by the CLC within a reasonable time of Contract execution, a report in which the successful Proposer shall update quarterly at a time determined by the CLC. Payments by the successful Proposer to businesses that provide goods or services directly related to its ability to complete the Contract constitute Tier II spending.

O. INTEGRITY OF THE SUCCESSFUL PROPOSER

Because 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. Therefore, the successful Proposer must at all times:

- a) Offer services of the highest standards;
- b) Use its best efforts to prevent the industry and the CLC from becoming involved in a controversy or conflict;
- c) 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, report actual or potential security or integrity problems to the CLC; and
- e) Ensure that its staff and any permitted subcontractors working on the Contract refrain from purchasing Lottery tickets in accordance with the Contract and applicable Connecticut law and game rules.

P. MAINTENANCE OF CERTAIN RECORDS

The successful Proposer must maintain financial records, books and all other documents and data pertaining to the Contract in accordance with Generally Accepted Accounting Principles. The successful Proposer will, upon request, make its records related to the Contract available to the CLC, its auditors, and the DCP at all times during the Contract and for no less than five (5) full years from the date of Contract expiration or termination, whichever is later.

Q. NOTICES

During the Contract the successful Proposer shall:

- (i) Provide the CLC and the Department with unfettered and unannounced access, inspection and evaluation privileges for all phases of performance and for all facilities used by the successful Proposer for the Contract;
- (ii) Immediately notify the CLC in writing of employee terminations and resignations or change in driver license status of those individuals working on this account. This requirement is necessary to permit the CLC to accurately maintain its Ineligible Players Database. The successful Proposer shall also obtain written confirmation (on a form to be supplied by the CLC) from all employees and subcontractors assigned to the Contract that they are prohibited from buying and/or cashing Lottery tickets during the term of the Contract;
- (iii) 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 successful Proposer’s net worth or that would jeopardize the successful Proposer’s ability to meet its obligations under the Contract. Failure to notify the CLC of such a change will be grounds terminating the Contract; and
- (iv) 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 successful Proposer or the parent company of the successful Proposer. Failure to notify the CLC of such a change will be grounds for terminating the Contract.

R. PRIME CONTRACTOR RESPONSIBILITY

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

S. SUBCONTRACTING AND SUCCESSFUL PROPOSER’S RESPONSIBILITY

The successful Proposer shall not subcontract all or any portion of the services or its obligations under the Contract without the CLC’s prior written consent in each instance. If the successful Proposer desires to enter into any subcontract agreement(s) for such work, the successful Proposer shall provide the CLC with written notice of the identity of (full legal name, street address, mailing address (if different from street address), and telephone number), and a detailed description of the work to be performed by, the proposed subcontractor, as well as any other information the CLC requests. The CLC shall provide the successful Proposer with the CLC’s position on the desired subcontracting within fifteen (15) Business Days of receipt of all requested information. If the CLC objects to the proposed subcontractor, the successful Proposer shall not use that subcontractor. The CLC also reserves the

right at any time to require the removal of any employee of the successful Proposer or approved subcontractor if the CLC, in its sole discretion, determines that such employee is not performing in the CLC's best interest.

All permitted subcontracting shall be subject to the same terms and conditions as are applicable to the successful Proposer. The successful Proposer shall remain fully and solely liable and responsible to the CLC for performance of the Contract and for the acts and omissions of its subcontractors and of persons, whether directly or indirectly employed by the subcontractor(s), as the successful Proposer is for acts and omissions of the persons it directly employs.

T. EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATION ACTION

The successful Proposer shall comply with all applicable laws pertaining to equal employment opportunity and affirmative action.

U. LICENSES AND PERMITS

The successful Proposer shall obtain and pay for all licenses, permits, fees, etc. and to give all notices and comply with all requirements of each municipality in which the services are to be provided to the CLC. The CLC and the Department will require that the successful Proposer, its officers, employees and subcontractors who are assigned to carry out the responsibilities of the Contract be licensed by the Department. The successful Proposer 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 successful Proposer employees from performing services under the Contract based upon the results of the background checks.

V. NO ASSIGNMENT

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

W. WAIVER

The failure of either party to enforce any term, condition or provision of the Contract is not a waiver of such or of any other term, condition or provision of the Contract.

X. AMENDMENT

The Contract may not be altered or amended except by a writing signed by both parties.

Y. SEVERABILITY

If any provision of the Contract is held to be invalid or unenforceable for any reason, the remaining portions will continue in full force and effect without being impaired or invalidated in any way.

Z. BINDING ON SUCCESSORS AND ASSIGNS

The Contract shall be binding on and inure to the benefit of each party's successors and assigns.

AA. AUTHORIZATION AND ENTIRE AGREEMENT

Each party represents and warrants that it has full power, authority and legal right to execute, deliver and perform the Contract. The Contract constitutes the entire agreement between the parties with respect to its subject matter, and it supersedes any prior agreements, oral or written, between them and/or their representatives in connection with such subject matter.

BB. BIZNET ACCOUNT AND UPLOADING OF AFFIDAVITS AND NONDISCRIMINATION FORMS

The successful Proposer shall keep its BizNet account current as required by law (see State Department of Administrative Services' "[BizNet](#)" system, documents available at the "Affidavits & Nondiscrimination Forms" tab in that system).

CC. INDEPENDENT RELATIONSHIP

The CLC and the successful Proposer are independent parties. Nothing contained in the Contract shall create, or be construed or deemed as creating, the relationships of principal and agent, partnership, joint venture, employer and employee, and/or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms and conditions of the Contract.

DD. RECYCLABLE MATERIALS

The CLC encourages the successful Proposer to use recyclable materials in its performance of the Contract, provided that the use of such materials does not adversely impact the quality or materially increase the cost of the goods and services provided.

Attachment A: Proposer 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
Advertising and Marketing Services – CLC201301	

SUPPLIER DIVERSITY INFORMATION

Page 2 of 2

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 _____			
Veteran Owned Business Enterprise	Yes _____	No _____	Sheltered Workshop	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:

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

Attachment B: Proposer's Affidavit

Proposal for: Advertising and Marketing Services
RFP Number: CLC 201301 (the "RFP")

Proposer's Complete Legal Name:

I, _____, am over the age of eighteen
(Print Name)
(18) years, believe in, and understand the obligations of an oath. I am of sound mind, not acting under duress, and make this affidavit freely for the purpose of inducing the Connecticut Lottery Corporation (the "CLC") to consider our Proposal and to make a Preliminary Notice of Award to the Proposer. I understand that all capitalized terms in this affidavit have the same meanings given them in the RFP.

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

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

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

collaborative Proposal) and, further, the Proposer represents that it (and any proposed partner(s)) will not communicate the contents of its Proposal to any such person until the Submission Date.

7. To the best of my knowledge, information and belief, no CLC officer, official, employee or member of the Board of Directors has any financial or other interest whatsoever, direct or indirect, in the Proposer (or any proposed partner(s)) or its (their) business(es).
8. The Proposer has thoroughly examined and understood each and every provision of the RFP, including the technical requirements, and any and all addenda.
9. The Proposer agrees to all of the provisions of the RFP, including but not only the Contract Terms (Part XI).
10. All information in the Proposal is complete, not misleading (including misleading by omission), and accurately and fully portrays all requested aspects of the Proposer and its goods and services.
11. The Proposer and any proposed partner(s) are not currently debarred or otherwise prohibited from contracting or submitting proposals or bids for contracts with: the State of Connecticut or any agency or political subdivision thereof; any municipal entity; any other state, Native American body, or other governmental or quasi-governmental entity within the United States; or any lottery within the United States.
12. The Proposer and any proposed partner(s) are not an agent of any person or entity currently debarred or otherwise prohibited from contracting or submitting proposals or bids for contracts with: the State of Connecticut or any agency or political subdivision thereof; any municipal entity; any other state, Native American body, or other governmental or quasi-governmental entity within the United States; or any lottery within the United States.

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

Signature: _____

Date: _____

Subscribed and sworn to before me this _____ day of _____, 2013.

Notary Public

My Commission Expires _____

(Place Seal)

Attachment C: Price Proposal

PROPOSER'S FULL NAME: _____

In submitting this Price Proposal, the Proposer acknowledges and agrees that each price supplied below includes (and the Connecticut Lottery Corporation shall not be separately charged or liable for) the costs of all labor and services; costs and materials for publication; shipping within Connecticut; postage; overnight deliveries; travel within Connecticut; attendance and registration fees for industry conferences and educational seminars; overhead; insurance, bonds or letters of credit; profits; permits and licenses; phone; separations; voice messaging; fax phone charges; fax lease; internet service; photography and prints; artwork; production cost overruns; advertising copy; disks; CD-ROMs. No additional payment of any kind will be made for work performed under the price(s) as proposed.

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

I. CREATIVE DEVELOPMENT AND PRODUCTION SERVICES

(Note: all four prices must be supplied)

<u>Time Period</u>	<u>Price per Month</u>
Initial Contract Term (7/1/2013-6/30/2016)	\$
Extension 1 (7/1/2016-6/30/2017)	\$
Extension 2 (7/1/2017-6/30/2018)	\$
Extension 3 (7/1/2018-6/30/2019)	\$

II. MEDIA PLANNING AND PLACEMENT SERVICES

(Note: all four prices must be supplied)

<u>Time Period</u>	<u>Price per Month</u>
Initial Contract Term (7/1/2013-6/30/2016)	\$
Extension 1 (7/1/2016-6/30/2017)	\$
Extension 2 (7/1/2017-6/30/2018)	\$
Extension 3 (7/1/2018-6/30/2019)	\$

III. PUBLIC RELATIONS SERVICES

*(Note: a Proposer may provide one or more forms of pricing for these services – specifically, pricing that is (A) monthly, (B) hourly, (C) per project, or (D) other. If additional space is needed for pricing options (C) or (D), please include an attachment that contains the requested information; **be sure** to include the Proposer’s full name and to separately state pricing for the Initial Contract Term, Extension 1, Extension 2, and Extension 3.)*

<u>Time Period</u>	(A) <u>Price per Month</u>	(B) <u>Price per Hour</u>
Initial Contract Term (7/1/2013-6/30/2016)	\$	\$
Extension 1 (7/1/2016-6/30/2017)	\$	\$
Extension 2 (7/1/2017-6/30/2018)	\$	\$
Extension 3 (7/1/2018-6/30/2019)	\$	\$

(C) **Price per Project** *(Note: if a Proposer is able to submit fixed pricing for discrete project work – for example only, a press release, an editorial, a game launch, or a press conference – it is welcome to do so. Please, however, describe in detail how a Proposer defines the components of a “project” and the specific pricing for each such “project.”)*

(D) **Other** *(Note: a Proposer is welcome to submit pricing on any other basis but must describe each such basis in detail and the specific pricing for it.)*

IV. MULTICULTURAL MARKETING SERVICES

*(Note: a Proposer may provide one or more forms of pricing for these services – specifically, pricing that is (A) monthly, (B) hourly, (C) per project, or (D) other. If additional space is needed for pricing options (C) or (D), please include an attachment that contains the requested information; **be sure** to include the Proposer’s full name and to separately state pricing for the Initial Contract Term, Extension 1, Extension 2, and Extension 3.)*

<u>Time Period</u>	(A) <u>Price per Month</u>	(B) <u>Price per Hour</u>
Initial Contract Term (7/1/2013-6/30/2016)	\$	\$
Extension 1 (7/1/2016-6/30/2017)	\$	\$
Extension 2 (7/1/2017-6/30/2018)	\$	\$
Extension 3 (7/1/2018-6/30/2019)	\$	\$

(C) **Price per Project** *(Note: if a Proposer is able to submit fixed pricing for discrete project work, it is welcome to do so. Please, however, describe in detail how a Proposer defines the components of a “project” and the specific pricing for each such “project.”)*

(D) **Other** *(Note: a Proposer is welcome to submit pricing on any other basis but must describe each such basis in detail and the specific pricing for it.)*

V. SOCIAL MEDIA MARKETING SERVICES

(Note: a Proposer may provide one or more forms of pricing for these services – specifically, pricing that is (A) monthly, (B) hourly, (C) per project, or (D) other. If additional space is needed for pricing options (C) or (D), please include an attachment that contains the requested information; **be sure** to include the Proposer’s full name and to separately state pricing for the Initial Contract Term, Extension 1, Extension 2, and Extension 3.)

<u>Time Period</u>	(A) <u>Price per Month</u>	(B) <u>Price per Hour</u>
Initial Contract Term (7/1/2013-6/30/2016)	\$	\$
Extension 1 (7/1/2016-6/30/2017)	\$	\$
Extension 2 (7/1/2017-6/30/2018)	\$	\$
Extension 3 (7/1/2018-6/30/2019)	\$	\$

(C) **Price per Project** (Note: if a Proposer is able to submit fixed pricing for discrete project work, it is welcome to do so. Please, however, describe in detail how a Proposer defines/what are the components of a “project” and the specific pricing for each such “project.”)

(D) **Other** (Note: a Proposer is welcome to submit pricing on any other basis but must describe each such basis in detail and the specific pricing for it.)

By: _____
(print name)

Title: _____

(signature)*

Date: _____

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

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

Attachment 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.)
☐ 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 its 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 contractor 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 a Principal or Key Personnel of the person, firm or corporation authorized to execute this certification 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 who participates substantially in the preparation of bid solicitations or request for proposals for state contracts or the negotiation or award of state contracts or (ii) any public official or state employee of any other 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 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)

Attachment F: Affirmation of Receipt of State Ethics Laws Summary



STATE OF CONNECTICUT AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

Written or electronic affirmation to accompany a large State construction or procurement contract, having a cost of more than \$500,000, pursuant to Connecticut General Statutes §§ 1-101mm and 1-101qq

INSTRUCTIONS:

Complete all sections of the form. Submit completed form to the awarding State agency or contractor, as directed below.

CHECK ONE:

- ☐ I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]
- ☐ I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]
- ☐ I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.
- ☐ I am a contractor who has already filed an affirmation, but I am updating such affirmation either (i) no later than thirty (30) days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

IMPORTANT NOTE:

Within fifteen (15) days after the request of such agency, institution or quasi-public agency for such affirmation contractors shall submit the affirmations of their subcontractors and consultants to the awarding State agency. Failure to submit such affirmations in a timely manner shall be cause for termination of the large State construction or procurement contract.

AFFIRMATION:

I, the undersigned person, contractor, subcontractor, consultant, or the duly authorized representative thereof, affirm (1) receipt of the summary of State ethics laws* developed by the Office of State Ethics pursuant to Connecticut General Statutes § 1-81b and (2) that key employees of such person, contractor, subcontractor, or consultant have read and understand the summary and agree to comply with its provisions.

* The summary of State ethics laws is available on the State of Connecticut's Office of State Ethics website.

Signature

Date

Printed Name

Title

Firm or Corporation (if applicable)

Street Address

City

State Zip

Awarding State Agency

Attachment G: SEEC Form 10, 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 result in 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

Rev. 1/11

Page 3 of 3



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: Non-Discrimination 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 entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 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.

AFFIDAVIT:

I, the undersigned, am over the age of eighteen (18) and understand and appreciate the obligations of

an oath. I am _____ of _____, an entity
Signatory's Title Name of Entity

duly formed and existing under the laws of _____.
Name of State or Commonwealth

I certify that I am authorized to execute and deliver this affidavit on behalf of

_____ and that _____
Name of Entity Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut
General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

Authorized Signatory

Printed Name

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

Commissioner of the Superior Court/

Commission Expiration Date

Notary Public

Attachment I: SEEC Campaign Contribution and Solicitation Limitations

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

Rev. 1/11

Page 1 of 2



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

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 result in 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.

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."

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.

IMPORTANT

Appendix A: Code of Good Practice **THE CODE OF GOOD PRACTICE FOR THE CONNECTICUT LOTTERY CORPORATION** **MARKETING GUIDELINES**

This code contains the voluntary advertising and marketing guidelines subscribed to by the Connecticut Lottery Corporation.

INTRODUCTION

The Connecticut Lottery Corporation (CLC) encourages responsible decision-making regarding the playing of its games by adults, and discourages abusive consumption of their products. The CLC urges that adults who choose to play its games, do so responsibly. Towards this end, the CLC pledges to voluntarily conduct its advertising and marketing practices in accordance with the provisions of this Code.

The CLC recognizes that it is not possible to cover every eventuality and, therefore, agrees to observe the spirit as well as the letter of this Code. Questions about the interpretation of the Code, compliance with the Code, and the application of its provisions are directed to the Connecticut Lottery Corporation's President and CEO.

RESPONSIBLE PLACEMENT

1. Lottery products should not be advertised or marketed in any manner specifically directed or primarily intended to appeal to persons below the legal purchase age.
2. Lottery advertising and marketing should not be placed in any communication intended to appeal primarily to individuals below the legal purchase age.
3. Lottery advertising and marketing should not be specifically aimed at events where most of the audience is reasonably expected to be below the legal purchase age.

RESPONSIBLE CONTENT

Underage Persons

1. Lottery advertising and marketing materials are intended for adults of legal purchase age (18) who choose to play.
2. The content of Lottery advertising and marketing materials should not be intended to appeal to individuals below the legal purchase age.
3. Lottery advertising and marketing materials should not depict a child or portray objects, or images that are popular predominantly with children.
4. Lottery advertising and marketing materials should not contain the name of or depict a childhood icon (i.e. Barney), or any religious theme or figure.
5. Lottery products should not be advertised or marketed on the comic pages of newspapers, magazines or other publications.
6. Lottery products should not be advertised or promoted by any person who is or appears to be below the legal purchase age.

Social Responsibility

7. Lottery advertising and marketing materials should portray Lottery players in a responsible manner. These materials should not show a Lottery product being consumed abusively or irresponsibly.
8. On-premise promotions sponsored by the Lottery should encourage responsible consumption by those adults who choose to play and discourage activities that reward excessive/abusive consumption.
9. Lottery product advertising should not be advertised or marketed in any manner associated with abusive or violent relationships or situations.
10. Lottery product advertising and marketing materials should not imply illegal activity of any kind.
11. No Lottery advertising or marketing activity should be associated with anti-social or dangerous behavior.

Good Taste

12. Lottery product advertising and marketing materials should not degrade the image, form, or status of women, men, or of any ethnic, minority, sexually-oriented, religious, or other group.
13. Lottery advertising will promote playing as fun and will be sensitive to delivering the tone "it's just a game."
14. Lottery advertising will not sell the dream of a way out or be promoted as an alternative to work but rather as a form of entertainment.

Legal Mandatory's

15. All Lottery television and radio advertising will contain the overall odds of the game and purchasers must be 18 or older in audio and/or visual advertisements.
16. All Lottery television advertising will visually contain the **Please Play Responsibly** line.
17. All Lottery advertising and marketing materials will contain the following legal copy in the indicated type size per piece:

Purchasers must be 18 or older & Please Play Responsibly

<u>Material</u>	<u>Point Size</u>
Poster	12
Tent Card	10
Handout	10
Counter Card	12
Shelf Talker	10
Solar Static	12

Terminal Topper	10
Street Talker	20

Ask your Lottery retailer for information on prize payout levels. AND Average odds of winning are 1 in ____.

<u>Material</u>	<u>Point Size</u>
Poster	10
Tent Card	8
Counter Card	10
Handout	8
Shelf Talker	8
Solar Static	10
Terminal Topper	8
Street Talker	18

Appendix B: Sales Revenue by Game, FY 2012, FY 2011, FY 2010

Game Category	Sales FY 2012	Sales FY 2011	Sales FY 2010
Instant	\$652,805,081	\$612,340,221	\$592,620,540
Play3 Day	\$47,639,269	\$48,090,869	\$42,581,096
Play4 Day	\$37,399,072	\$37,668,565	\$34,708,083
Play3 Night	\$73,881,361	\$76,864,958	\$73,001,736
Play4 Night	\$61,140,355	\$62,769,475	\$61,023,122
Cash5	\$33,785,085	\$34,240,848	\$35,033,025
Classic Lotto	\$27,290,145	\$24,411,847	\$29,922,761
Super Draw	\$5,435,860	\$4,801,260	N/A
CT Lucky for Life	\$15,414,576	\$23,749,768	\$30,704,240
New England's Lucky for Life	\$11,559,486	N/A	N/A
Powerball	\$74,196,283	\$60,358,161	\$84,988,222
Mega Millions	\$40,539,657	\$33,300,210	\$11,287,075
Sales Revenue Total	\$1,081,086,230	\$1,018,596,182	\$995,869,900

Appendix C: Marketing, Advertising & Promotion Expenses FY 2012 and FY 2011

	Percent of			
	FY 2012	FY 2012 **	FY 2011	
Creative and Production*	16.37%	\$ 1,723,876.55	\$ 1,951,857.32	
Subtotal: Creative and Production	16.37%	\$ 1,723,876.55	\$ 1,951,857.32	
Media Planning and Placement				
Print Placement	0.61%	\$ 63,716.66	\$ 100,105.00	
Radio Placement	24.31%	\$ 2,560,324.27	\$ 2,670,953.86	
Television Placement	30.21%	\$ 3,181,538.78	\$ 2,928,865.03	
Out of Home	14.12%	\$ 1,487,009.81	\$ 1,320,058.73	
Digital Media	4.76%	\$ 501,242.54	\$ 395,049.11	
Media Promotions and Sponsorships	3.55%	\$ 374,032.39	\$ 692,016.73	
Subtotal: Media Planning and Placement	77.56%	\$ 8,167,864.45	\$ 8,107,048.46	
Public Relations/Multicultural/Social Marketing*	2.16%	\$ 227,582.96	\$ 109,516.15	
Subtotal: PR/Multicultural/Social	2.16%	\$ 227,582.96	\$ 109,516.15	
Marketing Research	0.52%	\$ 54,269.70	\$ 35,286.92	
Subtotal: Marketing Research	0.52%	\$ 54,269.70	\$ 35,286.92	
Gaming Vendor Marketing Support	-0.71%	\$ (75,000.00)	\$ -	
Subtotal: Gaming Vendor Support	-0.71%	\$ (75,000.00)	\$ -	
Agency Fees				
Advertising Agency	4.11%	\$ 432,480.00	\$ 408,000.00	
Subtotal: Agency Fees	4.11%	\$ 432,480.00	\$ 408,000.00	
TOTALS	100.00%	\$ 10,531,073.66	\$ 10,611,708.85	

* Approximately \$1,000,000 - \$1,300,000 is spent on producing creative content. Approximately \$25,000 - \$40,000 is spent on agency fees for public relations.

** Of the \$10,531,074 spent on Marketing, Advertising, and Promotions in FY 2012, the CLC directly purchased \$1,151,424. Expenditures as processed by estimates submitted by the agency of record accounted for the remainder of costs.

Appendix D: Sample Marketing Flowchart

This document provides an overview of the types of marketing support that is given to our products, and the timelines for delivery and implementation. The Marketing [Sample Marketing Flowchart](#)

[illegible][illegible]

Sample Media Plan for the current fiscal year.

**Weekly Weight Level Key: TV: High 400+ spots/wk, Medium 300+ spots/wk, Light 200+ spot/wk
Radio: High 300+ spots/wk, Medium 200+ spots/wk, Light 100+ spots/wk per market**

Appendix F: Advertising Supplier Diversity Spend

Advertising Supplier Diversity Spend - FY 2012, FY 2011, FY 2010

		Agency			CLC	
		Printing	Promo Items	Other	Printing	Promo Items
FY 2010	Q1	\$21,809		\$2060*	\$6,828	
	Q2	\$35,514		\$4936**	\$6,938	\$8,153
	Q3	\$108,597	\$3,468	\$267***	\$5,346	
	Q4	\$40,726		\$260***	\$5,533	
FY 2010 Total		\$206,646	\$3,468	\$0	\$24,645	\$8,153

*Banners and Footbal uniform large cutout standee

** POS wobblers/counter cards/ clings

*** Banners

		Agency			CLC	
		Printing	Promo Items	Other	Printing	Promo Items
FY 2011	Q1	\$42,966		\$936*	\$5,489	
	Q2	\$109,474	\$15,595			
	Q3	\$30,916			\$3,774	
	Q4	\$104,850			\$1,998	\$4,101
FY 2011 Total		\$288,206	\$15,595	\$0	\$11,261	\$4,101

*Outdoor banners

		Agency			CLC	
		Printing	Promo Items	Other	Printing	Promo Items
FY 2012	Q1	\$5,224			\$3,129	
	Q2	\$127,892		\$1207*	\$1,554	\$3,090
	Q3	\$102,492			\$1,680	\$4,995
	Q4	\$33,082	\$27,160	244*	\$4,821	\$36,352
FY 2012 Total		\$268,690	\$27,160	\$0	\$11,184	\$44,437

* Trade show display backdrop and lighting