



Connecticut Lottery Corporation  
777 Brook Street  
Rocky Hill, CT 06067  
860-713-2700 (voice)  
860-713-2794 (facsimile)

## Invitation to Bid

**Bid Number:** CLC201312

**Bid Description:** "For Life" Lottery Games Annuities

**Issue Date:** December 20, 2013

**Response Due Date:** January 17, 2014

**NOTE:** Bids cannot be accepted after the specified bid response date and time. Sealed bids may be submitted via U.S. Postal Service, commercial delivery service or hand delivered; electronic or facsimile versions will not be accepted.

**RETURN SEALED BIDS TO:**

Janice Beckner, CPPB  
Purchasing Officer  
Connecticut Lottery Corporation  
777 Brook Street  
Rocky Hill, CT 06067

**Reference: Bid #** CLC201312

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## BIDDER'S CHECKLIST

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

1.  **Read the entire document.** Note critical items such as mandatory requirements, required services, date to submit, number of copies required, terms and conditions of the Contract.
2.  **Note the procurement officer's name, address, phone numbers and email address.** This is the only person who is allowed to communicate with Vendors regarding this solicitation.
3.  **Take advantage of the Question and Answer period.** Submit your questions to the procurement officer by the due date listed in the Anticipated Project Schedule and view the answers given in the formal addenda issued for the solicitation. All addenda issued for a solicitation are posted on the CLC website and will be distributed to vendors registered to receive bid opportunity notices via the State of Connecticut, Department of Administrative Services Procurement Portal. Addenda will include all questions asked and answers provided for this solicitation.
4.  **Follow the format required in the solicitation when preparing your response.** Provide point-by-point responses to all sections in a clear and concise manner.
5.  **Provide complete answers/descriptions.** Read and answer all questions and requirements. Do not assume the CLC will know what your capabilities are or what services you can provide even if you have previously contracted with the CLC. The bids are evaluated based solely on the information and materials provided in your response.
6.  **Use the forms provided** (i.e., cover page, pricing form, release forms, affidavit, etc.)
7.  **Check the CLC's website for addenda.** Before submitting your Bid, check the CLC's website at [www.ctlottery.org](http://www.ctlottery.org) or the State of Connecticut, Department of Administrative Services Procurement Portal to see whether any addenda were issued for the solicitation.
8.  **Review and read the solicitation document more than once to make sure that you have addressed all requirements.** Your original response and the requested copies must be identical and complete.
9.  **Submit your original response and three (3) exact duplicate copies of your response no later than the date and time specified.** Note all the dates and times listed in the Anticipated Project Schedule and within the document, and be sure to submit all required items on time. Late proposal responses will be rejected and may be returned unopened to the Vendor.

This checklist is provided for assistance only and should not be submitted with the Vendor's Bid.

# Part I

## STANDARD TERMS AND CONDITIONS

**All solicitations issued by the Connecticut Lottery Corporation (CLC) will bind Bidders to the terms and conditions listed below, unless specified otherwise in any individual Invitation to Bid (ITB).**

### **A. Solicitation Responses**

1. Forms specified and provided by the CLC in this solicitation must be submitted with the Bid in response to this ITB. Telephone, electronic or facsimile Bids will not be accepted.
2. The time and date that the Bid is due is clearly stated on each solicitation issued. Bids must be in the CLC Purchasing Officer's office on or before the Submission Date. Postmarks prior to that date and time do NOT satisfy the requirement for timely delivery. Vendors are solely responsible for ensuring timely delivery. The CLC will reject, and may return unopened to the Vendor, Bids received after the Submission Date and Time. Response envelopes must clearly indicate the bid number and title of the solicitation. The name and address of the Bidder should appear in the upper left hand corner of the envelope.
3. Bids must be clearly written and legible and must contain each of the forms identified in and attached to this ITB, as well as all other information required. The original Bid shall be signed by a person duly authorized to sign the Bid on the Vendor's behalf. The CLC will reject an unsigned Bid. The person signing the Bid must initial errors, alterations or corrections on the original. Each copy of the Bid, if multiple copies are specified, must contain a copy of the signatures and, if any, the initials. If there is a conflict among copies of the Bid delivered to the CLC, the original Bid shall prevail. Incomplete forms may result in the rejection of the ITB response. Amendments to Bids received by the CLC after the time specified shall not be considered.
4. In its sole discretion, the CLC may reject, in whole or in part, a conditional Bid. A "conditional Bid" as used in this provision is a Bid that limits, modifies, expands or supplements any of the terms and conditions and/or specifications of this ITB.
5. In its sole discretion, the CLC may reject an alternate Bid. An "alternate bid" is one that a Vendor submits in addition to the bidder's primary response to this ITB.
6. Prices should be extended in decimals and not in fractions, must be net of all trade discounts or allowances, shall include transportation and delivery charges fully prepaid by the Vendor to the destination specified in the ITB, and subject only to cash discount.
7. 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 Bid prices.
8. In the event of a discrepancy between the unit price and the extension, the unit price shall govern.
9. Failure to furnish all information requested or to follow the format requested in this ITB may disqualify the Bid. The CLC, in its sole discretion, may waive informalities and nonmaterial deviations in the Bid. Any waiver of informalities or nonmaterial deviations shall not modify the original ITB or relieve the Vendor from full compliance with the Contract requirements, if awarded.
10. All Vendors certify to the CLC that their Bid is made without collusion or fraud, and the Vendor has not offered or received any kickbacks or inducements from any other vendor, supplier, manufacturer or subcontractor in connection with its Bid, it has not communicated with any officer, director or employee of the CLC, other than the Purchasing Officer, concerning this ITB, nor has it conferred on or promised to any State or quasi-public employee, entity or agent or public official connected in any way to this ITB, any payment, gift, loan, subscription, advance, deposit of money or service, present or promised, 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 ITB.
11. By submitting its Bid, Vendor certifies that it is not currently debarred from submitting Bids on contracts by any agency or political subdivision of the State of Connecticut, or any other state, native American body or other governmental entity within the United States, nor is it an agent of any person or entity that is currently debarred from submitting bids on contracts by any agency or political subdivision of the State of Connecticut or any other state, native American body or other governmental entity within the United States.
12. It is the policy of the CLC to contribute to the establishment, preservation and strengthening of small businesses and businesses owned by women and minorities in its 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. This solicitation, however, is not restricted to Connecticut businesses nor those designated as small and/or minority owned businesses. Vendors that are certified through the Connecticut Department of Administrative Services (DAS), Business CONNECTIONS as a small, minority, women, or disabled owned business are requested to provide a copy of their current certification of eligibility issued by DAS with their bid. The Successful Vendor will be expected to make a good faith effort to provide meaningful procurement opportunities to minority businesses when providing goods or services under the Contract.
13. The CLC may, before or after the Submission Date and in its sole discretion, clarify, modify, amend, alter or terminate this ITB when it is in the CLC's best interest. Any such action shall be effected by a posting on the State of

Connecticut, Department of Administrative Services Purchasing Portal, Bidder Notification System and on the CLC's web site at <http://www.ctlottery.org/Modules/Bids/default.aspx> . In the event of any such termination of the ITB, the CLC shall have no other liability or obligation to the Vendor.

**B. Award**

1. The Lottery's choice of Vendor for this Contract will be based on competitive principles. The Lottery reserves the right, in its sole discretion, to accept the Bid that, all things considered, is in the Lottery's best interests. The Lottery may select the Vendor deemed to have submitted the most favorable Bid, considering price and other factors, when in the judgment of the Lottery, such award is in the best interests of the Lottery. The Contract will not be in effect until the Vendor receives a fully executed and signed purchase order signed by the President and CEO of the CLC.
2. The CLC may reject any Vendor that is or has been (i) in default of any prior contract with the CLC, any state agency, any political subdivision or the State of Connecticut, or any other state lottery, or (ii) whose principals or key employees have been convicted of a crime, including but not limited to fraud or misrepresentation in the procurement or performance of a contract.
3. The CLC may, but is not obligated to, allow the Vendor to correct any mistake in a Bid that is obviously a clerical error, such as price extension or decimal point error. If an error exists in an extension of process, the unit price shall prevail. In the event of a discrepancy between the price quoted in words and in figures, the words shall prevail.

**C. Contract**

1. The provisions, specifications, terms and conditions of this ITB shall be made part of a Contract between the Successful Vendor and the CLC, at the discretion of the CLC, which may be in the form of a Purchase Order or other similar type agreement.
2. The Vendor shall not assign, subcontract or otherwise dispose of all or any of its obligation(s) under the Contract to any other person or entity without, in each instance, the CLC's prior written consent.
3. Failure of a Vendor to deliver or perform services as specified in the Contract will constitute authority for the CLC to purchase these or services on the open market. The Vendor agrees to promptly reimburse the CLC for the excess cost of these purchases.
4. The Vendor shall indemnify, defend, and hold harmless the CLC, its directors, officers, agents, employees, retailers and the State of Connecticut from and against all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including attorneys' fees, arising out of or relating, directly or indirectly, to the Vendor's malfeasance, misconduct, negligence or failure to meet its obligations under the Contract, or the Vendor's actions and/or inactions during the preparation, submission and evaluation of the Bid and/or during the time period prior to the execution of the contract. The Vendor's obligations in this section shall not be limited in any way by any limitations on the amount or type of the Vendor's insurance or on the damages, compensation or benefits payable by the Vendor under worker's compensation, disability benefit, or other employee benefit acts. Each Vendor will also be required to pay any and all attorneys' fees incurred by the CLC, its directors, officers, agents, employees, retailers and the State of Connecticut in enforcing the Vendor's obligations under this section. This section's obligations shall survive the expiration or termination of the Contract.
5. The Contract resulting from this Bid shall be governed in all respects by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Connecticut. By submitting a Bid, the Vendor irrevocably submits in any suit, action or proceeding arising out of the ITB or the resulting contract to the jurisdiction of the United States District Court for the District of Connecticut and the jurisdiction of the Connecticut Superior Court located in the Hartford Judicial District. The Vendor shall comply with applicable federal, state and local laws and regulations.
6. Any Contract resulting from this Bid may be terminated by the CLC upon written notice to the Vendor. Upon receipt of a notice of such termination, the Vendor shall take all steps necessary to mitigate the costs and expenses payable under this section. Termination of the Contract does not excuse the Vendor from any other liabilities that it may have incurred as a result of its failure to meet its obligations during the Contract.

**D. 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 emergencies. However, any such delay must be beyond the control and without the fault or negligence of the nonperforming party.

**E. Advertising**

The Vendor shall not, either directly or indirectly, name the CLC, use CLC's logo, or otherwise make any reference of any kind to the CLC in its advertising, news releases, brochures or other material, or on its website, without the CLC's prior written consent.

**F. Right**

1. Vendor agrees that it is in compliance with all applicable federal, state and local laws and regulations, including but not limited to Connecticut General Statutes Sections 4a-60 and 4a-60a. The Vendor also agrees that it will hold the CLC harmless and indemnify the CLC from any action that may arise out of any act by the Vendor concerning lack of compliance with these laws and regulations.
2. To the extent applicable, to this ITB and subsequent Contract, all Purchases will be in compliance with Section 22a-194 to Section 22a-194g of the Connecticut General Statutes related to product packaging. To the extent applicable to this ITB and subsequent Contract, is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973 and section 16 of P.A. 91-58 nondiscrimination regarding sexual orientation, and the provisions of Executive Order No Sixteen of Governor John G. Rowland promulgated August 4, 1999 regarding Violence in the Workplace Prevention Policy.
3. No portion of the work described in this ITB shall be subcontracted to any individual or business entity, other than those reflected in the Vendor's Bid, without the CLC's prior written consent. In the event that the Vendor desires to subcontract some part of the work specified herein, the Vendor shall furnish the Lottery the names, qualifications and experience of their proposed subcontractor(s). Notwithstanding the Vendor's subcontracting, the Vendor shall remain fully and solely liable and responsible for the work to be done by its subcontractor(s) and it shall assure compliance with all requirements of the Contract. By submitting a Bid, the Vendor agrees that it is as fully responsible to the CLC for the acts and omissions of its subcontractors and of persons whether directly or indirectly employed by the subcontractor(s), as he or she is for acts and omissions of persons directly employed by the Vendor.

## Part II

### GENERAL REQUIREMENTS

#### Issuing Office

This Invitation to Bid (ITB) is issued by and is for the exclusive use of the CLC. The current mailing address for the Corporate Headquarters is as follows:

Connecticut Lottery Corporation  
777 Brook Street  
Rocky Hill, CT 06067

Corporate Website: [www.ctlottery.org](http://www.ctlottery.org)

#### Purchasing Officer

The Purchasing Officer, acting on the CLC's behalf, is the sole point of contact for this ITB. Communications concerning this procurement shall be addressed in writing to the Purchasing Officer:

Janice Beckner, CPPB  
Associate Fiscal Administrative Officer (Purchasing Officer)  
Connecticut Lottery Corporation  
777 Brook Street  
Rocky Hill, CT 06067  
Voice Telephone 860.713.2789  
Facsimile Number 860.713.2794  
Email address: [janice.beckner@ctlottery.org](mailto:janice.beckner@ctlottery.org)

Any changes to this ITB made as a result of written inquiries, questions or requests will be communicated by published addenda distributed via the State of Connecticut, Department of Administrative Services Purchasing Portal, Bidder Notification System and the CLC website at <http://www.ctlottery.org/Modules/Bids/default.aspx>

#### Date and Time of Bid Submission

All Bids pursuant to this ITB shall be submitted to the CLC at its offices at 777 Brook Street in Rocky Hill, CT 06067 no later than 2:00 p.m. eastern time on January 17, 2014. Vendors are solely responsible for ensuring timely delivery. Bids received after that time and date will be rejected by the CLC and will result in the Bid being returned unopened to the Vendor.

#### Bid Format

The Bid shall be mailed or hand-delivered in a sealed envelope to the CLC Purchasing Officer named above; the exterior envelope must be clearly identified as **Bid #CLC201312, 'For Life' Games Annuities**. The top page shall be Attachment A, *Vendor Information Form*, followed by Attachment B, *Pricing Schedule*, Attachment C, *Vendor's Affidavit*, Attachment D, *Gift and Campaign Contribution Certification*, Attachment E, *Consulting Agreement Affidavit*, Attachment F, *Affirmation of Receipt of State Ethics Laws Summary*, Attachment G, *State of CT State Elections Enforcement Commission, SEEC Form 10* and Attachment H, *Nondiscrimination Certification*, and Attachment I, *Iran Certification*. Attachment J, *SEEC Form 11* is for the Vendor's information only and should not be returned with the bid response. The Vendor shall supply **one (1) original Bid clearly marked as such** and three (3) copies. All costs and expenses associated with the preparation and submission of the Bid shall be the sole responsibility of the Vendor.

## **Biznet Account**

Prior to Contract execution, the tentative successful Bidder shall create an account in the State Department of Administrative Services' "BizNet" system(<https://www.biznet.ct.gov/AccountMaint/Login.aspx>) and upload the signed, dated, and notarized documents available at the "Affidavits & Nondiscrimination Forms" tab in that system. The successful Bidder shall update such affidavits and forms as required by law.

## **Time Deadlines**

<b>Project Task</b>	<b>Date</b>
ITB Issued	December 20, 2013
Questions from Vendors Due	January 3, 2014
Anticipated Response to Vendors Due	January 8, 2014
Bids Due to the Lottery	January 17, 2014
Anticipated Successful Vendor Announced	February 3, 2014
Win For Life Annuity First Payment Due	April 1, 2014
Lucky For Life Annuity First Payment Due	November 1, 2014

## **Vendor Questions and Comments**

All questions and comments concerning the Lottery's procurement process or the ITB must be directed only to:

Janice Beckner, CPPB  
Associate Fiscal Administrative Officer (Purchasing Officer)  
Connecticut Lottery Corporation  
777 Brook Street  
Rocky Hill, CT 06067  
Voice Telephone 860.713.2789  
Email address: [janice.beckner@ctlottery.org](mailto:janice.beckner@ctlottery.org)

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

**Vendor questions and comments shall be sent by electronic mail to the Purchasing Officer**, who must receive them no later than 2:00 p.m. eastern time on January 3, 2014. The Purchasing Officer will confirm receipt of a Vendor's questions by electronic mail. Questions cannot be submitted via telephone, but the Purchasing Officer will accept telephone calls to confirm receipt of a Vendor's questions if the Vendor has not received an electronic mail confirmation.

The CLC expects to answer all written questions, inquiries and comments in writing via an ITB addendum on or before January 8, 2014. Addenda will be available through the State of Connecticut, Department of Administrative Services Purchasing Portal, Bidder Notification System, and will also be posted on the Lottery's website at <http://www.ctlottery.org/Modules/Bids/default.aspx>. Each Vendor is responsible for checking the portal and website to determine if the CLC has issued an addendum and, if so, to complete its Bid in accordance with the ITB as modified by the addendum or addenda. No oral statement of the Lottery or any of its officers or employees, including the Purchasing Officer, shall be effective to modify any of the provisions of this ITB.

## **Presumption of Vendor's Full Knowledge**

The Lottery will presume that: (a) each Vendor that submits a Bid 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 ITB and the supply of goods and performance of the services described herein; and (b) each Vendor has read and understood each document in this ITB and any addenda issued in connection with it. A Vendor's failure and/or omission to review or examine any information concerning this ITB shall in no way relieve it from any aspect of its Bid or the obligations related thereto.

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

**Acceptance Period**

This bid shall be binding upon the Vendor for forty-five (45) calendar days following the Response Due Date. Any Bid which proposes a shorter acceptance period shall be rejected.

## Part III

### Qualifications of Bidder for “For Life” Lottery Games Annuities

Bids shall be accepted from life insurance companies licensed to do business in the State of Connecticut (or agents thereof) and meeting the below-listed qualifications:

The Insurance Company must have at least \$50,000,000 (fifty million dollars) in policyholder surplus.

The Insurance Company must have credit ratings at the date of proposal submission equal to or better than those listed below from at least one of the three below-listed credit ratings.

CREDIT RATING SERVICE	MINIMUM ACCEPTABLE RATING
Moody’s Service Credit Opinion	“Aa2”
Standard and Poors Insurance Rating Service Digest	“AA”
A.M. Best	“A-”

Prior to the bid, the Insurance Company must not have an outstanding liability to the Lottery in excess of 10% of their surplus. Attached hereto as Exhibit A is the listing of each company’s outstanding liability to the Connecticut Lottery Corporation as of December 1, 2013. This listing will be utilized for comparison purposes.

Bids may be awarded to licensed subsidiaries of life insurance companies based on the Parent Company’s qualifications and on written guarantee of the obligations of its Subsidiary. **All Bids must be valid for a minimum of forty-five (45) Calendar Days subsequent to the Bid Due date.** The sole purpose of this forty-five calendar-day period is to allow sufficient time for the Connecticut Lottery Corporation and the Department of Consumer Protection to ascertain that the Successful Bidder meets the requirements as stated herein.

As part of the bid requirements, each Insurance Company shall supply the Connecticut Lottery Corporation with copies of the following:

1. Written confirmation from the Parent Company (if applicable) that it will guarantee the obligations of the Subsidiary.
2. The most recent Annual Report highlighting the Company’s policyholder surplus.
3. A copy of one of the most recent credit rating reports from the following:
  - Moody’s Service Credit Opinion.
  - Standard and Poors Insurance Rating Service Report.
  - A. M. Best Rating Report.

The Insurance Company must not have more than one ratio falling outside the usual range, according to the most recent ratios published by the NAIC Insurance Regulatory Information System (IRIS). If two or more NAIC IRIS ratios fall outside the usual range, the insurance company must provide a detailed explanation for the variance and include the explanation with its Bid Submission.

## Exhibit A - Insurance Companies' Liabilities

**CLC - CONNECTICUT LOTTERY CORPORATION**  
**Insurance Companies' Liabilities \***  
**As of December 1, 2013**

Ohio National Life Insurance	\$	51,241,000
Metropolitan Life Insurance		26,238,000
New York Life		19,924,000
John Hancock Mutual Life Ins		18,177,000
Savings Bank Life Ins. Co. of Mass.		13,478,000
Protective Life Insurance		5,621,000
Mutual of America Life Insurance		2,132,000
Prudential Investment Co.		908,000
Sun Life Assurance Co. of Canada		275,000
<b>Total</b>	<b>\$</b>	<b><u>137,994,000</u></b>

\* Amounts shown represent future payments to annuitants and are not shown at present value.

## **Part IV**

### **“For Life” Lottery Games – Special Provisions**

#### **General – “For Life” Information**

This bid covers the requirements of the Connecticut Lottery Corporation (the CLC or the Lottery) for services of a Money Dispersal Organization, hereinafter referred to as the Insurance Company or Vendor. The Insurance Company must be licensed and authorized to do business as a life insurance company in the State of Connecticut. The “For Life” games are designed to offer Prize Winners payments for the rest of their lives with a minimum guaranteed amount. The Lottery will begin payments to the Prize Winner starting with the date the player makes the official claim to the Lottery and will continue for the remainder of the Prize Winner’s life. If the Prize Winner should die before the payment guaranteed amount is reached, the remainder of the guaranteed amount is paid to the Prize Winner’s estate. **The “For Life” Game Prizes and guarantee applicable to this bid are detailed in Exhibit C.**

#### **Basis of Contract Award**

The CLC shall issue a contract award to a single insurance company that meets the qualifications as required herein and provides the lowest arithmetical Bid Amount (see Attachment B-Pricing Schedule) required to guarantee payment to the CLC in accordance with the “For Life” Lottery Games Special Terms and Conditions as provided herein.

#### **Purchase Order/Payment**

The CLC shall issue a Purchase Order to the Insurance Company confirming the total Bid Amount along with a check for such amount within ten (10) working days subsequent to the date of the contract award. For purposes of this section, postmark date shall be considered the mail date. The Insurance Company shall use said amount together with the accumulated earnings thereon, to make payments per the agreed-to schedule as defined in the “For Life” Lottery Games Special Terms and Conditions. Attached hereto as Exhibit B is an example of a “For Life” Games Purchase Order to be issued.

#### **Contractual Content**

The Purchase Order and “For Life” Lottery Games Special Terms and Conditions as provided herein and made a part hereof more explicitly contain the requirements of the CLC and will become part of the Contract of Record between the Insurance Company and the CLC.

#### **Modification/Alterations to the Document**

No modifications or alterations to this document will be considered. Responses to this solicitation that modify or alter it in any way shall render such bid proposal non-responsive.

# **“For Life” Lottery Games - Special Terms and Conditions**

## **ARTICLE I - Purpose**

The Insurance Company and the CLC agree that the CLC has an obligation to provide the winners of the Connecticut Lottery “For Life” Games certain installment payments as defined in Article II below. In order for the CLC to meet its commitments to the Prize Winners, the CLC shall pay the Insurance Company the Bid Amount within ten (10) working days subsequent to the bid award date. In consideration of the Bid Amount received from the CLC, the Insurance Company shall establish such annuity as defined in Article II of this Agreement. In addition, the Insurance Company shall provide to the CLC the life expectancy of the Prize Winner utilized for the contract bid.

## **ARTICLE II – Description**

Upon receipt of the Bid Amounts as indicated in Article I, the Insurance Company shall establish a separate annuity as further defined herein, pertinent to the “For Life” Games Prize Winners listed in Exhibit C. Insurance Company payments from these annuities will commence on the dates as indicated in Exhibit C, and all payments shall be made payable to the CLC by Electronic Funds Transfer (EFT).

Prizes in the amounts listed in Exhibit C have been awarded to the individuals designated by certificate number (cert #). In order for the CLC to meet its commitments to these individuals, the CLC will have made the number of payments as indicated in Exhibit C directly to the Prize Winners. The Insurance Company shall make the payments to the CLC from the annuities based on the payment frequency listed in Exhibit C.

The Insurance Company agrees to continue payments to the CLC until the death of the pertinent Prize Winner. If the Prize Winner dies during the annuity payment period but before the guaranteed prize has been paid, the estate shall receive the remaining payments equal to the minimum guaranteed prize. In the event that the Winner’s estate requests the CLC to deliver the remaining current value of that particular Winner’s prize to the estate, then the CLC shall request of the Insurance Company to accelerate the payments and deliver to the CLC a check in the amount of present value of the remaining payment(s) due said winner. If the Prize Winner dies during the annuity payment period but after the minimum guaranteed prize has been paid, all payments shall stop.

## **ARTICLE III - Payment Method**

Payments to the CLC by the Insurance Company must be made for the certificates as indicated in Exhibit C, note B. All payments must be made by EFT to an account designated by the CLC. Each EFT shall identify the Prize Winner’s Certificate Number being paid.

## **ARTICLE IV – Late Payment Charge**

In the event any said payment due to the CLC is more than ten (10) days late, the CLC may assess the Insurance Company a late payment charge equal to one and one-half percent (1 ½%) of the amount due for each payment which is past due.

## **ARTICLE V – Investment Risk**

The Insurance Company will make prudent investments of the bid amount to assure that adequate funds will be available for payment to the CLC on their due dates. Any losses incurred by the Insurance Company in the management of the investments will be for its account and any supplemental payments required to maintain a scheduled level of monies adequate enough for the Insurance Company to fulfill its obligation to the Lottery will be made by the Insurance Company.

#### **ARTICLE VI – End of Contract**

The period indicated as the “Contract Period” of this Agreement is the period during which the CLC may establish the annuity as defined herein at the rate indicated as the bid amount. The Insurance Company’s obligation shall terminate when all annuity payments by the Insurance Company shall have been paid to the CLC in accordance with the terms and conditions of this Agreement.

#### **ARTICLE VII - Assignment**

This Agreement may not be assigned, hypothecated, pledged as collateral or as security for the performance of an obligation or be subject to claims of creditors. However, the CLC as the Annuitant may appoint a successor for the purpose of receiving said payments.

#### **ARTICLE VIII - Currency**

All funds, whether payable to or by the Insurance Company, shall be lawful money of the United States of America. Dollars and cents, as specified in this Agreement, shall mean lawful dollars and cents of the United States currency.

#### **ARTICLE IX – Correction of Errors**

Information furnished to the Insurance Company may be corrected for demonstrated errors therein unless the Insurance Company has already acted to its prejudice by relying on such information. Except for such corrections, information furnished to the Insurance Company shall be regarded as conclusive.

#### **ARTICLE X - Other**

1. This agreement shall be construed according to the laws of the State of Connecticut.
2. The Agreement for the services to be provided to the CLC by the Insurance Company shall be comprised of the ITB, Proposal, Addendum, and the Purchase Order.
3. The Insurance Company shall not contact any Lottery Prize Winner or make disbursements of funds to such person(s).

# Exhibit B – Sample Purchase Order

## PURCHASE ORDER

**XXXXXX**

Page	
Date	



**CONNECTICUT LOTTERY CORPORATION**

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

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

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

Subject to CT Lottery purchase order Terms and Conditions.

VENDOR: XXXXX

XYZ Insurance Company  
 Main Street  
 Anywhere, CT

SHIP TO:

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

CONTACT: John Doe

PHONE:

FAX:

CONTACT: Purchasing Department

PHONE: 860-713-2795

FAX: 860-713-2794

BUYER GLN:

**Deliver on XXXXXXXX unless specified by line**  
 Purchase Order Currency: US Dollars

Additional Contacts:

**Invoice by mail**  
 Process Level: MAIN

LINE	ITEM NUMBER DESCRIPTION	QUANTITY PRICE	EXTENDED AMOUNT
------	----------------------------	-------------------	-----------------

1	CERTIFICATE #XXXXX Life expectancy 57 years Vendor Item Number: Vendor Item Desc: Item Detail: CERTIFICATE #XXXXX	1.000 LOT \$XXXXXX	\$XXXXXX
---	---	-----------------------	----------

This Purchase Order confirms the XXXXXXXX Company as the Insurance Company of record to provide annuities to the CLC under the terms and conditions of bid #CLCXXXXXX.  
 The contract term commences on XXXXXXXX.

Purchase Order Summary

Goods Total: \$XXXXXX

Order Total: \$XXXXXX

End of Purchase Order: XXXXX

AUTHORIZED BY \_\_\_\_\_

## Exhibit C - "For Life" Winners

Bid Item #	Cert #	Game Name / #	Date of Prize Claim/ Anniversary Date	Date of Birth <sup>[A]</sup>	Gender	Periodic Payment <sup>[B]</sup>	Payment Interval	Guaranteed Minimum Prize Amount	Amount Paid by the CLC Prior to 4/1/2014	At 4/1/2014 Balance of Minimum Guaranteed Due To Winner <sup>[C]</sup>	Date Insurance Company Payments to CLC begin:
1	60274	"Win for Life" / #1197	08/13/13	02/07/69	F	\$ 5,000	Monthly	\$1,200,000	\$40,000	\$1,160,000	April 1, 2014
2	60276	"Win for Life" / #1106	09/16/13	03/31/66	F	\$ 5,000	Monthly	\$1,000,000	\$35,000	\$ 965,000	April 1, 2014
3	60277	"Win Up To \$7,500 a Month for Life" / #1230	09/13/13	05/30/76	M	\$ 7,500	Monthly	\$1,800,000	\$52,500	\$1,747,500	April 1, 2014
4	60284	"Lucky for Life" / #12	11/01/13	03/20/60	F	\$25,000	Annually	\$ 500,000	\$25,000	\$ 475,000	Nov. 1, 2014

**Notes:**

**[A]** Proof of each Winner's date of birth has been examined and recorded by the CT Lottery.

**[B]** For Bid Items #1, #2 and #3, separate electronic fund transfers (EFTs) are due and payable on the first working day of each month. For Bid Item #4 EFTs are due ten (10) days prior to each annual anniversary date. All EFTs and correspondence must include the certification (cert #) number.

**[C]** The CT Lottery shall notify the Insurance Company promptly of the death of any winner listed above upon notification of such information.

## Part V

### Required Documents

Vendors should verify that the following issues have been addressed prior to submission of their Bid:

ATTACHMENT A, *Vendor Information Form*, signed by an official authorized to bind the Vendor is included as pages one and two of the Bid.

ATTACHMENT B, *Pricing Schedule*, signed and included as page three of the Vendor's Bid.

ATTACHMENT C, *Vendor's Affidavit*, is completed, signed, and included as pages four and five of the Vendor's Bid.

ATTACHMENT D, *Gift and Campaign Contribution Certification*, is completed, signed, and included as pages six and seven of the Vendor's Bid.

ATTACHMENT E, *Consulting Agreement Affidavit*, is completed, signed, and included as page eight of the Vendor's Bid.

ATTACHMENT F, *Affirmation of Receipt of State Ethics Laws Summary*, is completed, signed, and included as page nine of the Vendor's Bid.

ATTACHMENT G, *State of CT State Elections Enforcement Commission, SEEC Form 10*, is completed, signed, and included as pages ten through twelve of the Vendor's Bid.

ATTACHMENT H, *Nondiscrimination Certification*, is completed, signed and included as page thirteen of the Vendor's Bid.

ATTACHMENT I, *Iran Certification*, is completed, signed and included as page fourteen of the Vendor's Bid.

#### COPIES OF THE FOLLOWING:

- Written confirmation from the Parent Company (if applicable) that it will guarantee the obligations of the Subsidiary.
- The most recent Annual Report highlighting the Company's policyholder surplus (if such information is not available in the reports from Moody's, Standard and Poors, or A. M. Best).

Additionally, as part of the bid requirements, each Insurance Company shall supply the Connecticut Lottery Corporation with a copy of one of the most recent credit rating reports from the following:

- Moody's Service Credit Opinion.
- Standard and Poors Insurance Rating Service Report.
- A. M. Best Rating Report.

The Insurance Company must not have more than one ratio falling outside the usual range, according to the most recent ratios published by the NAIC Insurance Regulatory Information System (IRIS). If two or more NAIC IRIS ratios fall outside the usual range, the Insurance Company must provide a detailed explanation for the variance and include the explanation with its Bid Submission.

Provide one original, clearly marked as such, and three copies of the above documents.

Submit all copies of the Bid and signed Addenda, if any, to the attention of the Purchasing Officer no later than 2:00 PM eastern time, January 17, 2014 in a sealed envelope clearly identified with the Bid title and Bid number (see page one of this solicitation).

**Attachment A – Vendor Information Form**

# VENDOR INFORMATION FORM

Rev. 10/11

Page 1 of 2

<b>BUSINESS INFORMATION</b>	
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	
<b>CONTACT INFORMATION</b>	
Name of Individual	Job Title
Business Telephone Number	Business Fax Number
Business Cell Phone Number	Email Address

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



**Attachment B - Pricing Schedule**

**Connecticut Lottery Corporation  
“For Life” Lottery Games Annuities Contract**

**Note: Prices must be valid for a minimum of forty-five (45) days from the Bid Due Date.**

Vendor Name \_\_\_\_\_ FEIN # \_\_\_\_\_

Vendor Signature \_\_\_\_\_ Print Name \_\_\_\_\_

**Bid # CLC201312  
Pricing Schedule**

Item #	Description of Commodity and/or Services	Life Expectancy	Pricing Information
	Pursuant to, and in accordance with the Invitation to Bid and “For Life” Games Special Provisions and Special Terms and Conditions (Articles I to X), we enter the following bid amounts:		
	<b>“WIN FOR LIFE” GAME – <u>Monthly</u> payments in accordance with Exhibit C</b>		
1	Payment for Winner Certificate #60274	_____ Years	\$ _____
2	Payment for Winner Certificate #60276	_____ Years	\$ _____
3	Payment for Winner Certificate #60277	_____ Years	\$ _____
	<b>“LUCKY FOR LIFE” GAME - <u>Annual</u> payments in accordance with Exhibit C.</b>		
4	Payment for Winner Certificate #60284	_____ Years	\$ _____
	<b>Grand Total Bid Price:</b>		\$ _____

**Attachment C – Vendor’s Affidavit**

**VENDOR’S AFFIDAVIT**

Bid for: “For Life” Lottery Games Annuities

ITB Number: CLC201312 (the “ITB”)

Vendor’s Complete Legal Name and Street Address:

\_\_\_\_\_  
I, \_\_\_\_\_, am over the

Print Name

age of eighteen (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 to consider our Bid and award a contract to the Vendor. I understand that all capitalized terms in this affidavit have the same meanings given them in the ITB.

I am the \_\_\_\_\_ of the Vendor and duly authorized to make this

Print Title

affidavit on its behalf.

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

1. The Bid is genuine. It is not a collusive, sham or fraudulent bid, 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 Vendor developed the Bid 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 Bid price or otherwise limit independent competition.
3. The Vendor has not offered or received any kickbacks or inducements from any person or entity in connection with the Bid.
4. The Vendor, its officers, employees and agents have not conferred or promised to any State of Connecticut or Connecticut Lottery Corporation official, officer, employee or member of the Board of Directors connected in any way to this ITB 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 ITB.
5. The Vendor, its officers, employees and agents have not communicated with any officer, member of the Board of Directors, or employee of the Connecticut Lottery Corporation, other than the Purchasing Officer, concerning this ITB and its Bid.

6. The Vendor, its officers, employees and agents have not communicated the contents of its Bid to any person not an officer, employee or agent of the Vendor and, further, the Vendor represents that it will not communicate the contents of its Bid to any such person until the Response Due Date.
7. To the best of my knowledge, information and belief, no CLC officer, official, employee or member of the Board of Directors of the Connecticut Lottery Corporation has any financial or other interest whatsoever, direct or indirect, in the Vendor or its business.
8. The Vendor has thoroughly examined and understood each and every provision of the ITB, including the sample envelopes, the technical specifications, and any and all addenda.
9. Whether or not awarded the bid, the Vendor agrees to comply with all of the provisions of the ITB.
10. All information in the Bid is complete, not misleading (including misleading by omission), and accurately and fully portrays all requested aspects of the Vendor and its goods and services.
11. The Vendor is not currently debarred or otherwise prohibited from contracting or submitting Bids or bids for contracts with the State of Connecticut or any agency or political subdivision thereof, any other state, native American body, or other governmental or quasi-governmental entity within the United States, or any lottery within the United States or Canada.
12. The Vendor is not an agent of any person or entity currently debarred or otherwise prohibited from contracting or submitting Bids or bids for contracts with the State of Connecticut or any agency or political subdivision thereof, any other state, native American body, or other governmental or quasi-governmental entity within the United States, or any lottery within the United States or Canada.

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expires \_\_\_\_\_

(Place Seal)



**Attachment D – 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 Bids 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)**

Revised 11/29/11





**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

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**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

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Awarding State Agency: Connecticut Lottery Corporation  
Revised 10/1/11

## Plain Language Summary of State Ethics Laws for Current and Potential State Contractors

**Note:** The following is a summary of the major ethics laws and related provisions applicable to current and potential state contractors. For more detailed information or to discuss any questions you may have, contact the Office of State Ethics at (860) 566-4472.

### RESTRICTIONS ON THE BENEFITS YOU MAY GIVE TO STATE PERSONNEL

**GIFTS:** In general, no one doing business with or seeking business from a state or quasi-public agency may give a gift to an official or employee of that agency. Connecticut's gift ban is strict, but has some exceptions. For example, under the Ethics Code, you may give: (1) food and drink up to \$50 per person per year, if the person paying, or his or her representative, is in attendance; and (2) tangible gifts up to \$10 per item up to \$50 per person per year. Also exempt are certain items such as informational materials, or plaques costing less than \$100. For a complete list of the Code's gift exceptions, consult Conn. Gen. Stat. § 1-79(e) or contact the Office of State Ethics.

**IMPORTANT RECENT CHANGE IN LAW:** As of July 1, 2004, gifts for "major life events," including a wedding or the birth of a child, which were previously exempt from the gift ban, are now subject to the strict gift limits outlined above if the gifts are provided by any individual or entity doing business with or seeking business from the state.

**NOTE:** State agencies may have stricter gift rules than the provisions of the Ethics Code (for example, an agency policy may ban all food and drink). Be sure to obtain a copy of the agency's ethics policy before you provide any benefit to an agency official/employee.

**NECESSARY EXPENSES:** Under the Ethics Code, you may not pay a fee or an honorarium to a state official or employee for making a speech or appearing at your organization's event. You may, however, under limited circumstances, pay the "necessary expenses" of such a state servant. These expenses are limited to: necessary travel, lodging for the nights before, or and after the speech, meals and conference fees. There may be reporting requirements attached to the giving and taking of necessary expenses, so contact the Office of State Ethics if you need more information. **NOTE:** Before providing necessary expenses, check with the state agency's ethics officer to determine if the agency allows such payments.

**GIFTS TO THE STATE:** The Ethics Code allows limited "gifts to the state" which facilitate state action or functions (for example, donating a piece of equipment to the agency).

**NOTE:** Recent legislation was passed that may impact gifts to the state. Please contact the Office of State Ethics before giving a gift to the state to determine if such donations are acceptable.

### RULES ON HIRING STATE PERSONNEL

Before you hire a current or **former** state employee, you should be aware of certain provisions of the Ethics Code. First, if you are considering hiring a current state employee, especially from a state agency with which you do business or by which you are regulated, you should know the following:

A current state employee must not accept outside employment that impairs his independence of judgment regarding his state duties, or that encourages him to disclose confidential information learned in his state job. Also, a current state employee may not use his or her state position for financial gain, however inadvertent that use may be. Therefore, for example, a current state employee who exercises any contractual, supervisory or regulatory authority over you or your business may not be able to work for you.

Second, if you are considering hiring a **former** state employee, you should be aware of the Ethics Code's post-state employment, or revolving door, laws:

If you hire or otherwise engage the services of a former state official or employee, he or she may not represent you before his or her former agency for one year after leaving state service.

**NOTE:** The former State Ethics Commission established a limited exception to this provision which allows the former employee to return to his or her former agency within the one year period for the sole purpose of providing technical expertise (for example, to help implement a previously awarded contract). This is a fact-specific exception that applies in very limited circumstances: therefore, you should contact the Office of State Ethics for further assistance if you think this exception applies to you.

If a state official or employee was substantially involved in, or supervised, the negotiation or award of a contract valued at \$50,000 or more, and the contract was signed within his or her last year of state service, and you or your business was one of the parties to the contract, then you and/or your business are prohibited from hiring him or her for one year after he or she leaves state employment.

A former state official or employee can **never** represent anyone other than the state regarding a particular matter in which he or she was personally and substantially involved while in state service and in which the state has a substantial interest.

Third, there are approximately 75 state officials or employees who may not negotiate for, seek or accept employment with any business subject to regulation by their agency, and may not accept employment with such a business for one year after leaving state service. Under that section of the law, it is also illegal for a business in the industry to employ such an individual.

## **CONFLICT OF INTEREST RULES THAT APPLY TO YOU AS A STATE CONTRACTOR**

Under Conn. Gen. Stat. §1-86e of the Ethics Code, no state contractor, including a consultant or other independent contractor, can use the authority provided under the contract, or confidential information acquired in the performance of the contract, to obtain financial gain for himself, his employee, or a member of his immediate family. Also, a state contractor cannot accept another state contract that would impair his independence of judgment in the performance of the first contract. Finally, a state contractor cannot accept anything of value based on an understanding that his actions on behalf of the state would be influenced.

It is important to call the Office of State Ethics at (860) 566-4472 to discuss the application of this law, or any of the other ethics laws, to your specific situation.

## OTHER ETHICS PROVISIONS THAT MAY APPLY TO YOU

Contractors seeking large state contracts are required to execute affidavits regarding gifts and/or campaign contributions made to certain state employees or public officials in the two-year period prior to the submission of a bid or proposal. You need to check the web sites of both the Department of Administrative Services, [www.das.state.ct.us](http://www.das.state.ct.us), and the Office of Policy and Management, [www.opm.state.ct.us](http://www.opm.state.ct.us), for copies of these affidavits and for other updated information regarding state contractors. Also, because the particular agency with which you wish to contract may have specific rules that you must follow, you need to check with that agency as well.

If you or your business provides "investment services" as defined in the Code of Ethics, and you make a political contribution in connection with the Office of the Treasurer, you may be prohibited from contracting with that office. See Conn. Gen. Stat. § 1-84(n).

Finally, if you or your business spends or receives \$2,000 or more in a calendar year for activities that constitute lobbying under the Ethics Code, whether to affect legislation or the actions of an administrative state agency, then you and/or your business may have to register as a lobbyist with the Office of State Ethics, and more ethics rules will apply to you. Contact the Office of State Ethics, or review the lobbyist registration information at [www.ct.gov/ethics](http://www.ct.gov/ethics).

Recent legislation (Public Act 05-287) prohibits anyone who is a party (or who is seeking to become a party) to a state construction, procurement, or consultant services contract over \$500,000 from:

- (1) Soliciting information from a public official or state employee that is not available to other bidders for that contract, with the intent to obtain a competitive advantage over other bidders;
- (2) intentionally or recklessly charging a state agency for work not performed or goods or services not provided, or falsifying invoices or bills; or
- (3) intentionally violating or trying to circumvent the state competitive bidding and ethics laws.

Recent legislation (Public Act 05-287) also requires any prospective state contractor to affirm in writing that he or she has been provided with a summary of the state's ethics laws and that his key employees have read and understood the summary and agree to comply with the applicable provisions of the ethics law.

**Attachment G – State of Connecticut State Elections Enforcement Commission**

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



<p><b>Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations</b></p>
<p><i>Acknowledgement of Receipt of Explanation of Prohibitions for Incorporation in Contracting and Bidding Documents</i></p>
<p>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).</p>
<p><b>CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS</b></p>
<p>No <i>state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor</i>, with regard to a <i>state contract or state contract solicitation</i> 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).</p> <p>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.</p> <p>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 <b>knowingly solicit</b> contributions from the state contractor's or prospective state contractor's employees or from a <i>subcontractor or principals of the subcontractor</i> 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.</p>
<p><b>DUTY TO INFORM</b></p>
<p>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.</p>
<p><b>PENALTIES FOR VIOLATIONS</b></p>
<p>Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:</p> <p><b>Civil penalties</b>—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.</p> <p><b>Criminal penalties</b>—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.</p>
<p><b>CONTRACT CONSEQUENCES</b></p>
<p>In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may resulting the contract being voided.</p> <p>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.</p> <p>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.</p>

# SEEC FORM 10

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

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## 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.

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**ACKNOWLEDGEMENT OF RECEIPT**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE (mm/dd/yyyy)

**NAME OF SIGNER**

First Name

MI

Last Name

Suffix

**TITLE**

**COMPANY NAME**

Additional information may be found on the website of the State Elections Enforcement Commission,  
[www.ct.gov/seec](http://www.ct.gov/seec)  
Click on the link to "Lobbyist/Contractor Limitations"



# Attachment I – Iran Certification



## STATE OF CONNECTICUT

Written or electronic PDF copy of the written certification to accompany a large state contract pursuant to P.A. No. 13-162 (Prohibiting State Contracts With Entities Making Certain Investments In Iran)

Respondent Name: \_\_\_\_\_

### INSTRUCTIONS:

CHECK ONE:     Initial Certification.  
                          Amendment or renewal.

**A. Who must complete and submit this form. Effective October 1, 2013, this form must be submitted for any large state contract, as defined in section 4-250 of the Connecticut General Statutes. This form must always be submitted with the bid or proposal, or if there was no bid process, with the resulting contract, regardless of where the principal place of business is located.**

**Pursuant to P.A. No. 13-162, upon submission of a bid or prior to executing a large state contract, the certification portion of this form must be completed by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization or other business organization whose principal place of business is located outside of the United States. United States subsidiaries of foreign corporations are exempt. For purposes of this form, a "foreign corporation" is one that is organized and incorporated outside the United States of America.**

### Check applicable box:

Respondent's principal place of business is within the United States or Respondent is a United States subsidiary of a foreign corporation. Respondents who check this box are not required to complete the certification portion of this form, but must submit this form with its Invitation to Bid ("ITB"), Request for Proposal ("RFP") or contract package if there was no bid process.

Respondent's principal place of business is outside the United States and it is not a United States subsidiary of a foreign corporation. **CERTIFICATION required. Please complete the certification portion of this form and submit it with the ITB or RFP response or contract package if there was no bid process.**

### B. Additional definitions.

- 7) **"Large state contract" has the same meaning as defined in section 4-250 of the Connecticut General Statutes;**
- 8) **"Respondent" means the person whose name is set forth at the beginning of this form; and**
- 9) **"State agency" and "quasi-public agency" have the same meanings as provided in section 1-79 of the Connecticut General Statutes.**

### C. Certification requirements.

No state agency or quasi-public agency shall enter into any large state contract, or amend or renew any such contract with any Respondent whose principal place of business is located outside the United States and is not a United States subsidiary of a foreign corporation unless the Respondent has submitted this certification.

Complete all sections of this certification and sign and date it, under oath, in the presence of a Commissioner of the Superior Court, a Notary Public or a person authorized to take an oath in another state.

### CERTIFICATION:

I, the undersigned, am the official authorized to execute contracts on behalf of the Respondent. I certify that:

Respondent has made no direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010.

Respondent has either made direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, or Respondent made such an investment prior to October 1, 2013 and has now increased or renewed such an investment on or after said date, or both.

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

\_\_\_\_\_  
Printed Respondent 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)



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

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

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

**Attachment J – SEEC Form 11**

**Campaign Contribution and Solicitation Ban**

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

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

**Duty to Inform**

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

**Penalties for Violations**

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

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

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

**Contract Consequences**

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

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

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

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

Definitions:

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

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

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

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

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

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

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

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