



Connecticut Lottery Corporation  
777 Brook Street  
Rocky Hill, CT 06067-3403  
860-713-2791

### **Invitation to Bid**

Bid Number: CLC202311  
Bid Description: "For Life" Annuities Contract  
Issue Date: August 9, 2023  
Bid Submission Date: 10:00 AM ET, August 24, 2023

### **PART I - PURPOSE**

The Connecticut Lottery Corporation (CLC), a quasi-public agency with the mission of generating revenue for the State of Connecticut's General Fund, issues this Invitation to Bid (with all exhibits and attachments and any addenda, the ITB) for its exclusive use. **This ITB is not a contract offer, and no contract will exist unless and until the CLC issues one or more purchase orders as described in Part IV (the Contract).**

The purpose of this ITB is to obtain competitive prices from life insurance companies for single premium immediate life annuities with period certain. The CLC desires these annuities in connection with its games in which certain prizes are payable over the duration of the winner's life (a For Life Game). A For Life Game also offers a minimum guaranteed payment amount. The For Life Winners Schedule (EXHIBIT A) details the prize(s) that are the subject of this ITB. Interested life insurance companies, brokers, or agents on behalf of insurance companies are invited to submit a bid, complying with this ITB's directions and requirements, for one or more of the winners listed in EXHIBIT A. The CLC may select more than one successful bidder under this ITB.

### **PART II – BID SUBMISSION REQUIREMENTS**

#### **A. Schedule of Key Events and Dates/Times**

<b>Event</b>	<b>Date and Time</b>
Invitation to Bid Issued	August 9, 2023
Bidder Questions Due	10:00 AM ET, August 14, 2023*
CLC Responses to Bidder Questions	August 17, 2023
Bid Submission Deadline	10:00 AM ET, August 24, 2023*
Notice of Award	Anticipated September 22, 2023

Asterisked (\*) items are firm dates and times. All other dates are subject to change by the CLC.

B. Right to Amend or Terminate ITB

The CLC may at any time and in its sole discretion clarify, modify, suspend, or terminate this ITB when to do so is in the CLC's best interests. Any such action shall occur by addenda posted on the CLC's procurement website ([ctlottery.org/PublicSolicitations](http://ctlottery.org/PublicSolicitations)). The CLC's website is the official source of information for all CLC procurements.

**Each bidder is responsible for checking the CLC website to determine if the CLC has issued any addenda and, if so, to complete its bid in accordance with this ITB as modified by the addenda.**

C. Bidder Questions; CLC Responses

All questions concerning this ITB must be submitted in PDF format, by email only, to Procurement Officer Stephen Day at [Stephen.Day@ctlottery.org](mailto:Stephen.Day@ctlottery.org) with email subject line "Questions – ITB CLC202311 [Bidder Name]".

**Bidders are prohibited from contacting any other CLC employee or officer, or any member of the CLC Board of Directors, or any State of Connecticut official or employee concerning this ITB or the services to be provided under it.** A bidder's failure to comply with this requirement may result in disqualification.

The Purchasing Officer must receive a bidder's questions no later than the date and time set forth in Part II, Section A. The Procurement Officer will confirm receipt of a bidder's questions by email. The Procurement Officer will accept a telephone call **only** to confirm receipt of a bidder's questions if that bidder has not received an email confirmation.

On or about the date listed in Part II, Section A, the CLC will answer all relevant questions received (if any) via an addendum posted on the CLC's website.

D. Additional Information

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

E. Presumption of Bidder's Full Knowledge

The CLC will presume that: (a) each bidder 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 performance of the services described in it, and (b) each bidder has read and understood this ITB and any addenda issued in connection with it. A bidder's misunderstanding of or failure to review or examine any information concerning this ITB shall in no way relieve it from any aspect of its bid or related obligations.

By submitting a bid, each bidder represents that it has thoroughly examined and become familiar with all of this ITB's requirements and, further, that it is capable of performing the services to achieve the CLC's objectives.

F. Date and Time of Bid Submission

The Procurement Officer must receive bids no later than the Bid Submission Deadline listed in Part II, Section A. Bids received by the CLC after the stated date and time do **NOT** satisfy this requirement. Bidders are solely responsible for ensuring timely delivery. The CLC will reject a late bid.

#### G. Bid Submission Format

Bids must be submitted in PDF format, by email only, to Procurement Officer Stephen Day at [Stephen.Day@ctlottery.org](mailto:Stephen.Day@ctlottery.org) with email subject line "Submission – ITB CLC202311 [Bidder Name]".

A bidder is solely responsible for all costs and expenses associated with the preparation and submission of its bid; all bids become the CLC's property and need not be returned to bidders. A bid that does not contain all required information and documents (as listed in Part II, Section H) may be disqualified. The CLC appreciates clear and concise bids.

#### H. Required Information and Documents

Each bidder must submit all of the following information and documents, fully completed and, if required, signed and notarized:

1. ATTACHMENT A: Bidder's Affidavit.
2. ATTACHMENT B\*: Price Proposal (include with Price Proposal insurance company's point of contact for Contract administration purposes).
3. ATTACHMENT C\*: Campaign Contribution Certification (OPM Form 1).
4. Bidder's most recent annual report containing its policyholder surplus.
5. A copy of bidder's most recent credit rating reports from one of the following:
  - Moody's Service Credit Opinion; or
  - Standard and Poor's Insurance Rating Service Report; or
  - A.M. Best Rating Report.
6. Written confirmation from bidder's parent company that the parent company will guarantee the bidder's obligations, if applicable (see Part III).
7. Provide bidder's diverse supplier status (e.g., MBE, WBE, etc.), if applicable. Describe bidder's efforts in identifying, recruiting, and encouraging participation by Tier 2 diverse suppliers in its contracts, such as minority-, women-, service-disabled veteran-owned, and other underutilized small businesses. Attach an additional sheet of paper to provide this requested information.

\* **NOTE TO BROKERS or AGENTS:** Attachments B and C do **not** apply to you as the broker or agent. They **must** be completed and signed by an authorized representative of the insurance company that will issue the annuity AND they **must** be submitted with your bid.

#### I. Withdrawal of Bid/Bid Effectiveness

A bidder may withdraw a bid in person or in writing provided that the Purchasing Officer receives the withdrawal prior to the Bid Submission Deadline listed in Part II, Section A. Bids are considered binding and may not be withdrawn or modified by bidders after the stated deadline.

### **PART III – EVALUATION CRITERIA**

The CLC will consider bids only from brokers, agents of life insurance companies, or directly from life insurance companies licensed within the State of Connecticut to sell the annuity products required by the CLC and meeting the following minimum criteria:

1. The insurance company must have at least fifty million dollars (\$50,000,000) in policy holder surplus.

2. The insurance company's most recent credit rating must be equal to or better than those listed below from at least one (1) of the three (3) listed credit rating services:

CREDIT RATING SERVICE	MINIMUM ACCEPTABLE RATING
Moody's Service Credit Opinion	"Aa2"
Standard and Poor's Insurance Rating Service Report	"AA"
A.M. Best Rating Report	"A-"

The insurance company must not have an outstanding liability to the CLC in excess of ten percent (10%) of the insurance company's surplus. EXHIBIT B lists each company's outstanding liability to the CLC as of the stated date.

The CLC reserves the right, in its sole discretion, to accept all or any part of a bid, to reject all bids, and to waive any informalities or non-material deficiencies in a bid, in each instance, as the CLC determines to be in its best interests.

The CLC may enter into a Contract with licensed subsidiaries of life insurance companies based on the parent company's qualifications and the parent company's written guarantee of its subsidiaries' obligations.

Brokers or agents presenting bids on behalf of an insurance company must be licensed in Connecticut to sell that insurance company's annuities.

The CLC will select the bid(s) and bidder(s) that, all things considered, it deems in its sole discretion to be in its best interests.

#### **PART IV – CONTRACT(S) WITH SUCCESSFUL BIDDER(S)**

Any Contract(s) resulting from this ITB will be in the form of a CLC purchase order issued to the successful bidder. The CLC's General Terms and Conditions of Purchase are found in EXHIBIT C and are incorporated into the Contract as though fully set forth therein.

In addition to all of the other terms of this ITB, the Contract includes the following provisions:

1. Within two (2) business days of the date of the signed purchase order, the CLC shall pay the successful bidder the amount calculated for each awarded winner based on his/her life expectancy (the Funding Payment Amount), as shown on the successful bidder's Price Proposal (ATTACHMENT B).
2. Upon receipt of the Funding Payment Amount, the successful bidder shall establish a separate annuity, specific to each awarded winner listed in the "For Life Winners Schedule" (EXHIBIT A). From this annuity, the successful bidder shall commence **paying the CLC** by electronic funds transfer (EFT) to an account designated by the CLC and, further, shall provide the certificate number assigned to each awarded winner's payment, unless the CLC otherwise instructs in writing. The CLC, not For Life Winners, will be the owner of all annuity contracts; the successful bidder will exclusively communicate with the CLC concerning the administration of the annuity contract.

3. The CLC has provided EXHIBIT A which details the payments made to the winner since the date of claim and total minimum remaining guaranteed payments due to the winner. The successful bidder shall pay the CLC and shall continue to make such payments at least until the CLC has paid the winner the guaranteed minimum amount due. If a winner dies before receiving the guaranteed minimum amount due, the winners' beneficiary has two options: continue to receive payments at the same terms for the guaranteed portion, or, if the winner's estate requests the remaining current value, the successful bidder shall deliver to the CLC the amount of the present value of the remaining payment(s) due to that winner. If the winner survives past the date on which the guaranteed minimum amount due has been paid, then the successful bidder shall continue to pay the CLC until that winner dies. The CLC shall notify the successful bidder in writing upon the CLC's confirmation that the winner has died.
4. The periodic payments are due on the first business day of the month. The successful bidder shall, by separate EFTs, pay the CLC the required amounts for each awarded certificate. If any payment due to the CLC is made more than ten (10) calendar days past the due date, then the CLC may assess the successful bidder a late payment charge equal to one and one-half percent (1.5%) of the amount due for each month of lateness or prorated portion thereof. The successful bidder agrees to pay such late payment fee within thirty (30) calendar days of the date of the CLC's written assessment.
5. The successful bidder shall make prudent investments of the Funding Payment Amount to assure that adequate funds will be available from the annuity for payment to the CLC for the winner's life. The successful bidder shall be solely responsible for any losses it incurs in the management of the Funding Payment Amount or the annuity.
6. The Contract will include the following additional state contracting provisions, as required by Connecticut law:

- a. Gifts

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

- 1.) "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);
- 2.) "Gift" has the same meaning given that term in C.G.S. § 4-250(1);
- 3.) "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).

Pursuant to the requirements of C.G.S. § 4-252, the CLC represents that its selection of the successful bidder was not the result of collusion, the giving of a Gift or the promise of a Gift, compensation, fraud or inappropriate influence from any person.

Pursuant to the requirements of C.G.S. § 4-252, the successful bidder, for itself and on behalf of all of its Principals and Key Personnel, represents that: (1) no Gifts were made by (A) the successful bidder, (B) any Principals and Key Personnel of the successful bidder who participate substantially in preparing bids, proposals or negotiating state contracts, or (C) any agent of the successful bidder or any of the successful bidder's Principals or Key Personnel who participate substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or employee of CLC who participates substantially in the preparation of bid

solicitations or requests for proposals for state contracts or the negotiation or award of state contracts, or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over CLC; (2) no Principals or Key Personnel of the successful bidder, or its or their agents, know of any action by the successful bidder to circumvent such prohibition on Gifts by providing for any other Principals, Key Personnel, officials, or employees of the successful bidder to make a Gift to any Applicable Public Official or State Employee; and, (4) the successful bidder made the Proposal for the contract without fraud or collusion with any person.

b. Campaign Contributions

Pursuant to the requirements of C.G.S. § 9-612, the successful bidder represents that its chief executive officer or authorized signatory of the contract has received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions.\*

\*SEEC Form 11 – Available at <http://www.ct.gov/dpw/lib/dpw/form11seec.pdf> and on the CLC's Procurement website.

c. Ethics in Public Contracting

Pursuant to the requirements of C.G.S. § 1-101qq, the summary of state ethics laws developed by the Office of State Ethics pursuant to C.G.S. § 1-81b\* and provided to the successful bidder is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract. The successful bidder represents that its chief executive officer or authorized signatory of the Contract and all key employees have read and understood the summary and agree to comply with the provisions of state ethics laws.

Prior to entering into a contract with any subcontractors or consultants, the successful bidder shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics laws and such summary shall be incorporated by reference into each subcontract or consulting agreement. The successful bidder's failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of this contract.

\*State Contractors Guide to the Code of Ethics – Available at [portal.ct.gov/-/media/Ethics/Guides/2021/Contractors-Guide-to-the-Code-of-Ethics-Rev-11-2021.pdf](http://portal.ct.gov/-/media/Ethics/Guides/2021/Contractors-Guide-to-the-Code-of-Ethics-Rev-11-2021.pdf) and on the CLC's Procurement website.

d. Iran Investment Affirmation

Pursuant to the requirements of C.G.S. § 4-252a, the successful bidder certifies that it has not made a direct investment 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, and has not increased or renewed such investment on or after said date.

7. The Contract with the successful bidder is comprised of the CLC's purchase order, the CLC's General Terms and Conditions of Purchase, the CLC's ITB for "For Life" Annuity Contract (Bid #CLC202311), and the successful bidder's bid proposal to the ITB. In the event of a conflict between the ITB and the successful bidder's bid proposal, the ITB shall control the bid proposal. All other Contract documents will be construed to the maximum extent possible so as not to create a conflict among or between such documents, and, to the extent the conflicting terms can reasonably be interpreted so that such terms are consistent with each other, such consistent interpretation shall prevail.

**EXHIBIT A**

**#CLC202311**

**“For Life” Winners**

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<b>Bid Item #</b>	<b>Cert #</b>	<b>Claim Date</b>	<b>Date of Birth <sup>[A]</sup></b>	<b>Gender</b>	<b>Periodic Payment</b>	<b>Payment Interval</b>	<b>Remaining Guaranteed Payments Due To Winner</b>	<b>Contract Start Date</b>	<b>First Payment to CLC: <sup>[B]</sup></b>
1	60326	04/26/23	11/24/75	F	\$25,000	annual	\$475,000	10/01/23	<b>04/01/24</b>
2	60327	07/03/23	12/27/96	F	\$20,000	annual	\$380,000	10/01/23	<b>07/01/24</b>

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- A. The CLC has examined and recorded proof of each winner’s date of birth. The CLC shall notify the successful bidder of the death of any winner listed above upon notification of such information.
- B. Separate electronic funds transfers (EFTs) are due and payable on the first business day of the month. All EFTs and correspondence must include the certification number.



**EXHIBIT B**

**#CLC202311**

Insurance Company Liabilities as of 06/30/2023

***Connecticut Lottery  
Corporation Insurance  
Companies' Liabilities\*As  
of June 6, 2023***

Ohio National Life Insurance	\$22,610,000
Metropolitan Life Insurance	\$24,508,000
Savings Bank Life Insurance Co. of Massachusetts	\$12,773,000

\* Amounts shown represent future principal payments to annuitants.

## **EXHIBIT C**

**#CLC202311**

### **GENERAL TERMS AND CONDITIONS OF PURCHASE**

These General Terms and Conditions apply to all purchases of goods and services by the Connecticut Lottery Corporation (CLC). Upon Vendor's submission of a proposal or quote to provide goods or services to the CLC these Terms and Conditions shall be binding. Unless otherwise agreed by the CLC in writing, no different or additional terms and conditions of Vendor, including, without limitation, any terms contained in any Vendor acknowledgment, proposal, agreement, invoice, website, or online click-through consent or acceptance form will bind the CLC, even if the CLC must accept these terms and conditions in order to receive the goods or services.

#### **1. Definitions.**

1.1 Vendor means the party named on the Purchase Order contracting with the CLC, as well as any CLC-approved subcontractor engaged by the Vendor to perform services or provide goods on the Vendor's behalf.

1.2 Purchase Order means the order form or other solicitation (e.g., request for quote) issued by the CLC to the Vendor that describes the goods or services being procured. If a blanket Purchase Order is issued by the CLC, the CLC will purchase only those quantities of goods or services that it specifically requests under separate subsequent written orders.

1.3 Contract means the agreement between the CLC and the Vendor consisting in particular descending order of priority: the Purchase Order, these or then-current General Terms and Conditions of Purchase, any other CLC issued or approved documents related to the procurement of the goods or services (including change orders and Contract amendments), and any provisions contained in Vendor's response to a Purchase Order accepted by the CLC. The Contract constitutes the entire agreement and understanding of the parties with respect to the goods or services. Where the CLC's Purchase Order indicates that goods or services are procured under a State of Connecticut contract (State Contract), these General Terms and Conditions of Purchase supplement the State Contract and also apply.

Other capitalized terms used in these General Terms and Conditions of Purchase are defined in the context in which they are used.

**2. Delivery; Acceptance.** Vendor's timely and proper delivery is of the essence. Unless the CLC otherwise agrees in writing, delivery is not complete until the goods are provided or services are performed within the time, in the manner, and at the place designated on the Purchase Order and accepted by the CLC. Vendor will, at its sole cost and expense, provide all licenses, labor, supervision, management, tools, equipment, materials, transportation, insurance, and facilities and perform all tasks needed for the proper execution and completion of the Purchase Order, unless otherwise stated on the face of the Purchase Order. For Cloud and Licensed Software Purchases: Delivery of software occurs when the software is made available to the CLC, the software documentation and all necessary information to install and activate the software (including keys and entitlement documentation) is provided, and the software is ready for installation or operational use. If software installation is part of the order, delivery shall have occurred only when the software has passed CLC acceptance testing (such acceptance testing being an integral part of the installation service), or, in the absence thereof, when the software is installed and ready for the intended use, fulfilling the agreed specifications.

Unless expressly agreed otherwise in writing, Vendor grants the CLC a worldwide, irrevocable, transferable, sub-licensable, non-exclusive, royalty-free license to use the software.

**3. Inspection.** Goods and services shall be subject to CLC inspection, testing, and evaluation, as applicable, prior to their acceptance. The CLC may refuse any goods or services, and cancel all or any part of the goods or services, the CLC, in its sole judgement, deems defective or nonconforming, regardless of prior payment. The CLC's acceptance of all or some of the goods or services shall neither bind the CLC to accept future deliveries nor deprive it of the right at a later date to reject goods or services already accepted. If any goods or services are found defective or nonconforming, the CLC may also, at its option: (i) require Vendor, in the case of goods, to promptly repair or replace the goods or, in the case of services, re-perform the services, at Vendor's sole cost and expense; (ii) recover a refund from Vendor (including shipping and any other expenses incurred by the CLC); (iii) purchase substitute goods or services on the open market and recoup any excess costs of the purchase or losses from Vendor either by direct reimbursement from Vendor or set-off against any monies the CLC may owe Vendor; (iv) accept the defective or nonconforming goods or services and obtain a reduction in price; and/or (v) terminate the Contract.

**4. Warranties.** In addition to those warranties customarily made by Vendor or specifically offered to the CLC, express or implied, Vendor warrants that all goods will be: (i) new, latest model goods, unless otherwise requested by the CLC; (ii) safe and free from defects in material and workmanship; (iii) with regard to goods designed or created by Vendor, free from defects in design and infringement of third-party intellectual property rights; (iv) fit for their ordinary use, or if known by Vendor, fit for the CLC's intended purpose; and (v) conform to specifications, drawings, performance requirements, and descriptions provided by the CLC or samples furnished by Vendor, as well as applicable industry quality and performance standards. If services are provided by Vendor, in addition to other express or implied Vendor warranties, Vendor warrants that all services will be performed: (i) in a timely, cooperative, professional, and ethical manner; (ii) with the level of care, diligence, and skill generally accepted and exercised by businesses in the industry in which Vendor operates without limiting the higher standards that may be required by the CLC; (iii) free from infringement of any intellectual property, proprietary, or contractual right, or violation of any personal or other right, of any third-party; and (iv) if services are provided on the CLC's premises, the services will be performed in compliance with all reasonable requests, rules, and regulations of the CLC communicated to Vendor, including, without limitation, any security or privacy requirements. For Cloud or Licensed Software Purchases: Vendor further warrants the performance of services in line with mutually agreed service levels without interruption. Vendor will and does hereby transfer and assign to the CLC, or afford the CLC the benefits of all manufacturer and supplier representations, warranties, guarantees, service contracts, and similar agreements available to Vendor for the goods and services for their full term (irrespective of any time limitation on the Vendor's representations, warranties, guarantees, indemnities, and similar agreements). Unless the CLC otherwise agrees in writing, neither Vendor nor the CLC disclaim, modify, or limit any implied warranties, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose or use or any other warranties, express or implied, in fact or by law, or arising by reason of custom or usage in the trade, by course of dealing, or by course of performance.

**5. Change Orders.** The CLC may upon written notice to Vendor make changes within the general scope of the Contract the CLC deems in its best interests, and Vendor agrees to promptly comply with such changes. Changes within the general scope of the Contract include, by way of example and not limitation, modifications to the specifications of the goods or services, replacement of goods or services due to their discontinuation, or substitution of goods

or services with improved (i.e., latest model) or innovative goods or services that become available provided the modified, replacement, or improved goods or services are similar in nature and have a similar use as the originally purchased goods or services. If changes affect the cost of or the time required for performance of the Contract, the CLC and Vendor will negotiate a mutually acceptable equitable adjustment in the price or the completion date, or both.

**6. Prime Contractor Responsibility and Subcontractors.** Vendor is solely responsible for providing the goods or services, and is the CLC's designated point of contact for all issues under the Contract. Vendor may not subcontract any goods or services to any individual or entity without the CLC's prior written consent, in each instance. If Vendor receives CLC's consent, Vendor will: (i) ensure its subcontractors are qualified and experienced; (ii) remain fully and solely liable for the performance of its subcontractors; (iii) guarantee subcontractor compliance with all requirements of the Contract, including insurance requirements under Section 12; and (iv) indemnify, hold harmless and, upon the CLC's request, defend the CLC against all Claims (defined in Section 11) arising out of or related to Vendor's use of the subcontractors and the subcontracted work.

**7. No Assignment.** Vendor may not assign (by merger, acquisition, or otherwise) any of its rights under the Contract to any other person or entity, without, in each instance, the CLC's prior written consent. Vendor may not subcontract, transfer, or otherwise dispose of any of its obligations under the Contract, except as provided in Paragraph 6. Any unauthorized assignment, delegation, or subcontracting is null and void.

**8. Invoicing and Payment Terms.** Unless the CLC otherwise agrees in writing, the CLC will exercise reasonable efforts to pay Vendor within thirty (30) business days from the later of (i) the date of the CLC's acceptance of the goods or services, or (ii) the CLC's receipt of a properly prepared Vendor invoice. All invoices, at a minimum, must contain the CLC's order number to avoid delay in payment. Electronic billing and payment will be available to the CLC. The CLC will not pay interest charges or other penalties for late payments.

**9. Taxes.** The CLC is exempt from all Connecticut and certain federal taxation. Vendor will not charge the CLC for any taxes on purchases unless permitted by law.

**10. Ownership; Works Made For Hire.** Unless the CLC otherwise agrees in writing, all documents, research, reports, studies, plans, data, information, or other items of work that: (i) are produced or created by or on behalf of Vendor in the course of providing goods or performing services under the Contract (collectively, Developed Work), including the intellectual property rights in such Developed Work (except for Vendor Retained IP defined below), or (ii) result from any discussions between the CLC and Vendor in the framework of a possible relationship or order, shall become the exclusive property of the CLC as "Works Made For Hire." In the event any Developed Work is not considered "Works Made For Hire," Vendor hereby assigns to the CLC all rights in and to the Developed Work, including all rights in copyright. All Vendor Retained IP shall remain the intellectual property of Vendor; provided, however, Vendor hereby grants the CLC a perpetual, royalty-free, non-exclusive license to use and sublicense Vendor Retained IP for the CLC's intended purposes. "Vendor Retained IP" means any work which (i) is proprietary to Vendor (including anything licensed to Vendor by a third-party); (ii) is clearly identified to the CLC in writing as proprietary to Vendor and not to be property of the CLC; and (iii) is not designed or otherwise created for the CLC.

**11. Indemnification.** Vendor is solely responsible for any loss, injury (including death), or damage (including incidental and consequential damages) that may be done or suffered by reason of Vendor's negligence or failure to perform any contractual obligations.

Vendor will indemnify, hold harmless and, upon the CLC's request but at Vendor's sole cost and expense, defend the CLC and the State of Connecticut, and each of their respective directors, officers, employees, agents, and representatives whether named in their official or individual capacities (collectively, Indemnified Parties), from and against all demands, claims, lawsuits (through any appeals), proceedings, investigations, or actions of any nature, and in each case, will on demand, pay and reimburse the CLC for all liabilities, damages, awards, judgments, losses, and costs and expenses of every kind, including, without limitation, costs of attorneys and professionals of the CLC's choice, arising from or by reason of: (i) Vendor's (a) acts or omissions, (b) any alleged or actual breach of any representation or warranty or other term or condition of this document, or (ii) any compromise to the security, confidentiality, or integrity of CLC Confidential Information (See Section 17) (collectively, Claims).

If the CLC requests Vendor to defend a Claim, the CLC reserves the right to approve counsel chosen by Vendor. In addition, the CLC retains the right to approve the terms of any settlement or compromise that affects the CLC's rights or imposes any obligations on the CLC. Alternatively, the CLC has the right to defend a Claim itself and select counsel of its own choice. If the CLC exercises such right, Vendor will promptly reimburse the CLC for all legal costs and expenses as they are incurred.

Vendor's indemnification obligations are in no way limited by any insurance Vendor is required to have under the Contract, the types of insurance Vendor maintains or their coverage, the market availability or unavailability of insurance, the ability or inability of Vendor to procure insurance or, in the case of a Claim brought against the Indemnified Parties by an employee of Vendor, by any limitation on the amount, type, or availability of damages or compensation or benefits payable by Vendor under applicable workers' compensation, disability benefits, or other employee benefits law. Vendor's indemnification obligations in this section shall survive the completion, expiration, or earlier termination of the Contract.

**12. Insurance.** Vendor, at its sole cost and expense, will procure and maintain during the Contract insurance (e.g., commercial general liability, workers' compensation) of such types and in such minimum amounts sufficient to cover Vendor's indemnification obligations, or as may otherwise be required by the CLC in writing. Vendor must promptly provide its current certificate(s) of insurance, if requested by the CLC, before the commencement of the Contract and upon each policy renewal during the Contract. If Vendor performs any work on the CLC's premises, all Vendor insurance policies, except workers' compensation and errors and omission coverage, must: (i) name the "Connecticut Lottery Corporation, the State of Connecticut, and each of their respective directors, officers, employees, agents, and representatives" as additional insured parties, and (ii) contain a waiver of all rights of subrogation against the additional insured parties by Vendor's insurance carrier(s). Furthermore, except for workers' compensation coverage, all required insurance policies shall be primary and non-contributory with any insurance or self-insurance carried or administered by the CLC or that of any other additional insured party.

**13. Freedom of Information Act.** The CLC as a quasi-public agency is subject to the Connecticut Freedom of Information Act and records related to the Contract are subject to public disclosure, unless specifically exempted by law.

**14. Maintenance of Certain Records.** Vendor (and Vendor's subcontractors) must maintain all records, books, and other documents and data pertaining to the Contract. This information must be available to the CLC, its auditors, and the Connecticut Department of Consumer Protection ("DCP"), if requested, for the duration of the Contract and for a period of five (5) years thereafter.

**15. Advertising and Printed Materials.** Vendor shall not, either directly or indirectly, name the CLC, use the CLC logo, or otherwise make any reference to the fact that Vendor has supplied or contracted to supply goods and services to the CLC in its advertising, news releases, brochures, social media, or other materials, or on its website, without the CLC's prior written consent, in each instance.

**16. Force Majeure.** Neither party shall be in default for any delay or performance failure if and to the extent such delay or non-performance is beyond their control, not occasioned by their fault or negligence, could not have been prevented by reasonable precautions, and cannot reasonably be resolved through the use of alternate sources, work-around plans, or other means. Upon the occurrence of an event which may result in a delay or performance failure, the affected party shall promptly notify the other party by the most expedient method possible (to be confirmed in writing) of the occurrence and the steps it is taking or will take to minimize the impact of the event on the Contract. Following the non-affected party's receipt of a Force Majeure notice, the parties will confer to determine what equitable and reasonable adjustments may be necessary due to the effect of the Force Majeure, including, without limitation, each party's remaining performance and financial obligations. The affected party will resume full performance of its interrupted obligations as soon as practicable, if possible to do so.

**17. Confidentiality; Information Security & Privacy.** In performing the Contract, Vendor may be privy to the CLC's sensitive, proprietary, and confidential information (CLC Confidential Information), whether or not marked "Proprietary" or "Confidential," and whether documentary, electronic, oral, observational, or otherwise. Vendor will maintain appropriate administrative, technical, and physical safeguards that equal or exceed those identified in C. G. S. § 4e-70(b)(1) through (5) to protect against anticipated threats or hazards to the security, integrity, and confidentiality of CLC Confidential Information, and protect against unauthorized access to or use or disclosure of CLC Confidential Information. The CLC may impose additional or alternate confidentiality and security obligations depending on, among other factors, the type and amount of CLC Confidential Information shared and the goods or services procured. Vendor must immediately report any actual or suspected information security or data breach to the CLC, cooperate in any investigation of such incidents, and in consultation with the CLC provide appropriate remediation services to individuals affected by such incidents at Vendor's sole cost and expense. Vendor will provide initial notification detailing the circumstances and extent of such incident (and full notification to follow, if all details cannot be provided in the initial notification) to the CLC via email to Steve.Wagner@ctlottery.org and Melissa.Durso@ctlottery.org. In the event of any damage or loss of CLC Confidential Information due to the error or negligence of the Vendor, the Vendor will promptly cooperate with and assist the CLC in recovering or recreating such information free of charge.

**18. Compliance with Laws.** Vendor will comply with all applicable federal, state, and local laws, regulations, orders, ordinances, and standards in providing the goods or services, including, without limitation, Connecticut laws and regulations (Applicable Law). Without limiting the forgoing, Vendor agrees to comply with the following as applicable: C.G.S. § 12-815a pertaining to the licensing of CLC vendors by the DCP; C.G.S. § 31-370 pertaining to worker safety and health; and C.G.S. § 4-61dd pertaining to whistleblower protections. The CLC will advise Vendor of any DCP licensing requirements, and Vendor agrees to cooperate with the CLC in satisfying them.

**19. Nondiscrimination Affirmation.** Vendor agrees not to discriminate against any person on the basis of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, intellectual disability, mental disability or

physical disability, including, but not limited to, blindness, unless it is shown by such party that such disability prevents performance of the work involved. Vendor agrees to comply with all applicable federal and state nondiscrimination and affirmative action laws, including, but not limited to, C.G.S. §§ 4a-60 and 4a-60a. Pursuant to C.G.S. §§ 4a-60(c) and 4a-60a(b), Vendor affirms that it understands the nondiscrimination obligations of C.G.S. §§ 4a-60 and 4a-60a and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections.

20. **Ethics in Public Contracting.** Vendor certifies that: (i) its selection as vendor by the CLC is made without collusion or fraud; (ii) it has not offered or received any kickbacks or inducements from any other vendor, supplier, manufacturer, or subcontractor in connection with the Contract; and (iii) it has not conferred on or promised to any State of Connecticut or quasi-public employee, entity, agent, or public official connected in any way to the Contract, any gift, loan, subscription, deposit of money, service, or anything of more than nominal value, unless consideration of substantially equal or greater value was exchanged and such consideration was not related to and was not intended to influence any decision regarding its selection as a CLC vendor. Vendor further certifies that it is not currently debarred or otherwise prohibited from contracting or submitting proposals or bids for contracts with any agency, quasi-public agency, or political subdivision of the State of Connecticut, or any other state body or other governmental entity within the United States.

21. **Other Vendor Certifications; Continuing Disclosure Obligation.** Prior to contracting and at other times during the Contract, the CLC may require Vendor to affirm its compliance with State of Connecticut public contracting laws by completing and returning certain forms and affidavits. Vendor has a continuing obligation to notify the CLC promptly in writing of new or changed circumstances relevant to the Contract or if any information it previously submitted becomes inaccurate. The CLC will not contract with a vendor that fails or refuses to comply with these documentation and notification requirements.

22. **Supplier Diversity.** The CLC supports initiatives that contribute to the establishment, preservation, and strengthening of Connecticut's small businesses, as well as the state's minority-, women-, disabled veteran-owned, and other underutilized small businesses in its procurement activities. While not required under the Contract, Vendor is encouraged to provide for the participation of these businesses through partnerships, joint ventures, subcontracts, and other contractual opportunities.

23. **No Waiver; Rights Cumulative.** The CLC's delay or failure to assert any right is not a waiver of such right. The CLC's remedies are cumulative and it is permitted to seek any other remedies under law or in equity.

24. **Disputes.** Except for actions for injunctive relief, the CLC and the Vendor will first attempt to resolve any dispute arising under this Contract through good faith negotiation between their respective managerial representatives. In the event the dispute cannot be resolved within five (5) business days, the dispute will escalate to the appropriate executives of each party who are at a higher level of management than the representatives. Failing agreement within twenty (20) business days following escalation, the parties are free to exercise all legal and equitable rights they may have. All reasonable requests for information made by one party to the other will be honored. Vendor and its subcontractors will continue to perform their obligations while any dispute concerning the Contract is pending resolution.

25. **Connecticut Law and Courts.** The Contract, and all claims or causes of action (whether in contract, tort, or otherwise) that may arise out of or relate to its creation, provisions, or performance, shall be governed by and enforced in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Connecticut, including Connecticut's statutes of limitations. Any suit, action, or proceeding arising out of or relating to the Contract, whether in contract, tort, or otherwise, must be brought and conducted solely in the Connecticut Superior Court located in the Hartford Judicial District. If, however, jurisdiction is not proper in the Connecticut Superior Court located in the Hartford Judicial District, but is proper only in a United States District Court, the matter shall be brought and adjudicated solely in the United States District Court for the District of Connecticut (Hartford). Vendor irrevocably submits to the personal jurisdiction of such courts and waives any objections regarding the venue of any suit, action, or proceeding being solely in such courts, that such courts are an inconvenient forum, or do not have jurisdiction over Vendor. The United Nations Convention on Contracts for the International Sale of Goods does not apply to the Contract.

26. **Attorney's Fees.** Vendor will be required to pay any and all costs and expenses incurred or suffered by the CLC, its directors, officers, agents, employees, lottery retailers, and the State of Connecticut in enforcing Vendor's compliance with its obligations under the Contract, including, without limitation attorney's fees and costs.

27. **Amendment.** Except for change orders described in Section 5 of these General Terms and Conditions, the Contract may only be modified or amended by a writing executed by both parties.



## ATTACHMENT A

### **Bidder's Affidavit**

Bid Number: CLC202311  
Bid Description: "For Life" Annuities Contract

Bidder's Complete Legal Name and Street Address:

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I, \_\_\_\_\_, am over  
(Print Name)

the 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 (CLC) to consider our bid and to enter into a Contract with the bidder. I understand that all capitalized terms in this affidavit have the same meanings given them in the ITB.

I am the \_\_\_\_\_ of the bidder and duly authorized to  
(Print Title)

make this 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 bidder 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(s) or otherwise to limit independent competition.
3. The bidder has not offered or received any kickbacks or inducements from any person or entity in connection with the bid.
4. The bidder, its officers, employees and agents have not conferred or promised to any State of Connecticut or CLC official, officer, employee or member of the Board of Directors any payment, loan, subscription, advance, deposit of money, gift, service, or present unless consideration of substantially equal or greater value was exchanged and such consideration was not related to and was not intended to influence any decision regarding this ITB.

5. The bidder, its officers, employees and agents have not communicated with any CLC employee or officer (other than the Purchasing Officer), any member of the CLC Board of Directors, or any State of Connecticut official, officer or employee concerning this ITB, the services to be provided under it, or the bidder's bid.
6. The bidder, its officers, employees and agents have not communicated the contents of its bid to any person not an officer, employee or agent of the bidder and, further, the bidder represents that it will not communicate the contents of its bid to any such person prior to the bid submission date and time.
7. To the best of my knowledge, information and belief, no CLC officer, official, employee or member of the Board of Directors of the CLC has any financial or other interest whatsoever, direct or indirect, in the bidder or its business.
8. The bidder has thoroughly examined and understood each and every provision of the ITB.
9. All information in the bid is complete, not misleading (including misleading by omission), and accurately and fully portrays all requested aspects of the bidder and its services.
10. The bidder is not currently debarred or otherwise prohibited from contracting with or submitting bids to 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.
11. The bidder is not an agent of any person or entity currently debarred or otherwise prohibited from contracting with or submitting bids to 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 bidder 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 B**

**Price Proposal**

Bid Number: CLC202311  
Bid Description: "For Life" Annuities Contract  
Bidder's Full Name: \_\_\_\_\_

(The bidder may provide pricing for any or all Certificate Numbers listed below.)

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

Bid Item #	Certificate No.	Life Expectancy	Funding Payment Amount
1	60326	Years _____	\$ _____
2	60327	Years _____	\$ _____

\_\_\_\_\_  
Name of Authorized Insurance Company

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Signature Authorized Representative

\_\_\_\_\_  
Date

Insurance company's point of contact (either individual representative or department) for matters related to the administration of the Contract, if awarded to bidder.

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

Department: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_



## STATE OF CONNECTICUT CAMPAIGN CONTRIBUTION CERTIFICATION

*Written or electronic certification to accompany a bid or proposal or a non-competitive contract with a value of \$50,000 or more, pursuant to C. G.S. § 9-612.*

### INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any 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 submission of your bid or proposal (if no bid or proposal- submit this completed form with the earliest submittal of any document to the state or quasi-public agency prior to the execution of the contract), 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.

### Check One:

☐ **Initial Certification**

☐ **Updated Certification because of change of information contained in the most recently filed certification**

### CAMPAIGN CONTRIBUTION CERTIFICATION:

I certify that neither the contractor or prospective state contractor, nor any of its principals, have made any contributions to, or solicited any contributions on behalf of, any party committee, exploratory committee, candidate for state-wide office or for the General Assembly, or political committee authorized to make contributions to or expenditures to or for, the benefit of such candidates, in the previous four years, that were determined by the State Elections Enforcement Commission to be in violation of subparagraph (A) or (B) of subdivision (2) of subsection (f) of Section 9-612 of the General Statutes, without mitigating circumstances having been found to exist concerning such violation. Each such certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement. If there is any change in the information contained in the most recently filed certification, such person shall submit an updated certification not later than thirty days after the effective date of any such change or upon the submittal of any new bid or proposal for a state contract, whichever is earlier.

**All Campaign Contributions on behalf of any party committee, exploratory committee, candidate for state-wide office or for the General Assembly, or political committee authorized to make contributions to or expenditures to or for, the benefit of such candidate, for a period of four years prior to signing the contract or date of the response to the bid, whichever is longer, include:**

<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)**

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