



Connecticut Lottery Corporation
Request for Proposals #CLC202104
Internet Lottery Gaming System and Related Services

September 13, 2021

ADDENDUM #3

CLC Responses to Proposer Questions

1. Are there any limitations that would prohibit or restrict a prospective Proposer's ability to be a part of multiple collaborative proposals?

CLC Response: Must identify primary vendor, others will be subs. Otherwise it sounds like a joint venture, but still needs be named entity with all required credentials.

2. If selected, will a Proposer be authorized to sell through its website and mobile application Powerball and other retail products?

CLC Response: Public Act 21-23 authorizes the CLC to sell its Draw Games (currently, Powerball, Mega Millions, Lucky for Life, Lotto!, Cash 5, Play3 Day, Play3 Night, Play4 Day, and Play4 Night) and Keno through the CLC's website and mobile application, which will be facilitated by the Successful Proposer as specified in the RFP.

3. RFP Number CLC202104 defines Keno as having a draw time that is "currently every four (4) minutes), whereas, Section 4(A)(i) of Public Act No. 21-23 codifies a limitation that "Drawings may occur not more frequently than once every three minutes[.]" Will the Lottery authorize the selected Proposer to offer Keno variations with draw time frequencies as short as the three minute statutory floor?

CLC Response: Retail Keno is currently drawn every 4 minutes. Retail and online Keno will be the same game. The CLC may, in the future, change the draw frequency to every 3 minutes.

4. Could you please provide the specific "jurisdictional security requirements" that must be addressed by the selected Proposer's Security Program pursuant to Section 7 of RFP Number CLC202104 (relating to iLottery Program Security)?

CLC Response: The Successful Proposer's Security Program must comply with security requirements promulgated by any multi-jurisdictional association (e.g., MUSL, WLA) of which the CLC is or may become a member. See Paragraphs 7.2 and 7.6 of Appendix C.

5. Is select Proposer expected to maintain any type of license or registration issued by a multi-jurisdictional association(s) (e.g., MUSL, WLA)?

CLC Response: No, but the iLottery System is subject to their standards and requirements.

6. Are there any restrictions or game play requirements for the types of Online Entertainment Games that the selected Proposer will offer to patrons and rotate at an agreed upon frequency?

CLC Response: Online Entertainment games must be free to play, not gaming or lottery themed, and not designed for players under 18 years of age.

7. Would the selected Proposer be able to offer cross promotional features and opportunities to patrons that have registered for both an iLottery account and sports wagering account?

CLC Response: For the CLC to determine, but yes we are thinking of methods and products for that purpose.

8. Would the selected Proposer be able to offer a patron who already has an existing sports wagering account with an expediated or shortened registration process to open an iLottery account? Likewise, would the selected Proposer be able to offer a patron who already has an existing iLottery account with an expediated or shortened registration process to open a sports wagering account?

CLC Response: The possibility of the same PAM probably allows for this. Different age restrictions will be a factor.

9. Could player accounts be configured such that a patron may use deposits in his or her iLottery account to place sports wagers if such patron has registered for both an iLottery account and sports wagering account? Likewise, could player accounts be configured such that a patron may use deposits in his or her sports wagering account to participate in an iLottery contest if such patron has registered for both an iLottery account and sports wagering account?

CLC Response: The possibility of the same PAM probably allows for this. Different age restrictions will be a factor.

10. Could you provide an inclusive list of the applicable state, federal, and industry requirements and standards that the selected Proposer's iLottery Program must be tested against pursuant to Section 1.1 of RFP Number CLC202104 (relating to iLottery configuration)?

CLC Response: See Section 12-XXX-19 of the Regulations of Connecticut State Agencies (link provided in Addendum #2) regarding DCP's testing requirements. Proposers are otherwise

expected to understand the state, federal, and industry requirements and standards that apply to their products and services.

11. Appendix A, Substitute House Bill No. 6451, Public Act No. 21-23, Section 4.5.C, page A-15:

The results of lottery draw game drawings are displayed on the corporation's Internet web site, online service or mobile application, provided the lottery draw game drawings may not take place on the corporation's Internet web site, online service or mobile application.

Question: Is the creation of new drawings and/or draw games that would be offered through the new Internet Lottery Gaming System, either exclusively or inclusively, prohibited?

CLC Response: Online games will also be sold in retail. The Act prohibits internet based drawings.

Question: Is the creation of new opportunities to win prizes through the new Internet Lottery Gaming System, that are based on existing drawings and/or events, prohibited?

CLC Response: No.

12. Section 10, Price Proposal, page 17:

Proposers must specify whether the proposed System will be the system of record for online plays, or whether the Proposer plans to integrate into the retail gaming system, with the CLC's retail gaming system being the system of record. If the CLC's retail gaming system will be the system of record, then the Proposal must include transitioning to the new retail gaming system by April 2023. Proposer must cover all expenses associated with retail integration and any costs charged to the CLC by the CLC's current and future retail gaming system vendors.

Section 2.12, Internal Control System (ICS), page 108:

The Successful Proposer is required to provide a near real time transaction data feed from the iLottery System (production and UAT) to the CLC's ICSs (production and UAT).

Question: Is the Lottery looking for one or two interfaces to ICS? It's clear 1 interface would be host to ICS; would the iLottery system supply transactions to ICS?

CLC Response: If the Proposed iLottery System is the system of record, then yes. If the retail system is system of record, then that ICS would suffice.

13. Section 10.3, Player Account Management (PAM), page 17:

Player Account Management (PAM). The CLC will launch a sports betting platform prior to selecting a vendor to provide the iLottery Program. The CLC reserves the right to use one PAM system to manage player accounts for both sports betting and iLottery. Proposers must

state whether the proposed System can utilize a PAM system that is not under the Proposer's design and control, and if so, submit separate pricing that excludes PAM.

Question: If the iLottery system is required to utilize the Sports Betting platform as the player account system, will this sports platform also control the player's wallet and manage responsible gaming controls (meaning there will be a single wallet in which funds can be used for both Sports and iLottery purchases in addition to maintaining the responsible gaming controls associated with the wallet)?

OR

Does the Lottery intend for the iLottery system to maintain its own separate wallet and responsible gaming controls (meaning there will be a wallet for iLottery purchases which is a separate entity from the wallet used for Sports purchases)?

CLC Response: The PAM serving both sports betting and iLottery is a possibility, not a requirement. Proposals will determine how the CLC approaches this.

14. Part V, Section G.4, Termination, page 23:

In the event of a termination for convenience or due to public interest or legislative or regulatory action, each party shall be relieved of any obligation or liability to the other, except with respect to the CLC's payment of certain expenses identified in this Paragraph 4, and except for any provisions specifically stated in the contract to survive termination. The CLC will pay the Successful Proposer for expenses under the following circumstances: (i) if prior to the Go-Live Date, then the pro-rata cost of contractually authorized Program setup and installation work performed (excluding the cost of equipment, hardware, and software) and any third-party software license fees actually incurred and irrevocably committed to, all measured from the date the CLC provides its termination notice to the Successful Proposer; (ii) if after the Go-Live Date, then the pro-rata cost of work completed and accepted by the CLC prior to the termination effective date for which it has not yet been paid (other than disputed fees, if applicable) and any agreed upon residual value calculations.

Question: Please verify that our understanding that the event the CLC terminates the contract prior to the Go-Live Date for convenience or due to public interest or legislative or regulatory action, the Successful Proposer will receive payment of expenses incurred for authorized Program set up and installation expenses (excluding equipment, software and hardware) includes expenses related to entering leases or other agreements for leasing physical space, such as data centers, offices or storage space as applicable. If that understanding is incorrect, please provide further explanation of what is meant by "authorized Program set up" and "installation expenses".

CLC Response: The CLC will consider concerns and requested clarifications during the negotiation phase, after the preliminary notice of contract award is issued.

15. Part V, Section H, Effect of Termination, page 24:

Upon the expiration or termination of the contract:

1. The Successful Proposer will either stop all work (or certain work) immediately or continue to perform for a specified period of time, as required in writing by the CLC;

2. The Successful Proposer will perform all end of contract transition responsibilities in accordance with Part V, Paragraph I and Appendix C, Paragraph 4.6., including transferring all Data, including CLC Sensitive Information, to the CLC or, as requested by the CLC in writing, to a successor vendor; and

3. The CLC will have the option to continue to access and use the Successful Proposer's System, in whole or in part, pursuant to an emergency extension of the contract (see Part V, Paragraph J).

Question: In the event the CLC terminates the contract and requires the Successful Proposer to continue performing for a period of time, will the Successful Proposer be compensated during that period of time for services performed?

CLC Response: Yes, at the existing contract rates.

16. Part V, Section J , Emergency Extension, page 24:

The CLC reserves the right to extend the contract, or any renewal thereof, for one (1) or more thirty (30) Calendar Day periods at the price and upon the terms and conditions then in effect if a successor vendor is chosen for a subsequent contract and the successor vendor's system is not yet prepared to go-live. The CLC will have this right until the subsequent system is operational. The CLC will endeavor to provide at least thirty (30) Calendar Days prior notice for any emergency extension; however, notice may be as little as twenty-four (24) hours. To meet this requirement, the Successful Proposer must maintain its iLottery System in a state of readiness throughout the end of contract conversion period and for thirty (30) Calendar Days thereafter.

Question: Will the Successful Proposer be compensated during the 30-day period following termination during which it must maintain its system in a state of readiness?

CLC Response: Yes, at the existing contract rates.

17. Part V, Section K.1, General Indemnification, page 25:

General Indemnification. The Successful Proposer will indemnify, hold harmless, and, upon the CLC's request but at the Successful Proposer's sole cost and expense, defend the CLC and the State of Connecticut, and each of their respective directors, officers, employees, and representatives whether named in their individual or official capacities (collectively, Indemnified Parties) from and against any and all Actions, and, in each case, will on demand, pay and reimburse the CLC for all associated Losses, whether or not covered by insurance, arising out of, resulting from, or related to (or which the CLC alleges relate to): (i) the Successful Proposer's (or any Subcontractor's) malfeasance, misconduct, negligence (or more culpable act or omission), tortious act, or violation of Applicable Law, in performing or failing to perform any obligation under the contract, (ii) the Successful Proposer's (or any Subcontractor's) breach of any promise, representation, or warranty provided under the contract, and (iii) any compromise to the security, confidentiality, or integrity of Data, including any Breach of Security. To the extent that any Action or Loss arises out of, results from, or alleges that the Program (or any aspect of it), service deliverable created by the Successful Proposer (e.g., report, interface, database), the permitted use of any Intellectual

Property by the CLC licensed to it under the contract, or the use of Intellectual Property by the Successful Proposer or its Subcontractors does or threatens to infringe, misappropriate, or otherwise violate any Intellectual Property Rights of any third-party (Infringement Claim), the Successful Proposer's (and any Subcontractor's) obligations with respect to such Infringement Claim, if any, will be subject to the Infringement Indemnification paragraph below.

Question: To confirm, is it correct that the Successful Proposer will not be obligated to indemnify the CLC or any other parties in the event the Action or Loss arises from the act or omission of the CLC or any such party (or any third party, other than Successful Proposer) acting for the benefit or at the direction of any of them, or if due to an act of force majeure?

CLC Response: The CLC will consider concerns and requested clarifications during the negotiation phase, after the preliminary notice of contract award is issued.

18. Part V, Section K.2.b and c, Infringement Indemnification, page 25:

b. If the CLC's permitted access to or use of the iLottery Program (or any aspect of it) is endangered or disrupted by reason of an Infringement Claim, or, in the CLC's reasonable opinion, likely to become subject to an Infringement Claim, then in addition to the Successful Proposer's Infringement Claim indemnification obligations and any rights and remedies the CLC may have, the Successful Proposer will, at the CLC's sole option but at the Successful Proposer's sole cost and expense (i) procure the right for the CLC to continue to access and use the deliverable under the terms of the contract or under substantially similar terms or (ii) modify or replace the aspects of the deliverable that infringe or allegedly infringe to make them non-infringing, provided that the replacement or modified deliverable is substantially equivalent in functionality and security as the originally provided deliverable. If the CLC determines that neither (i) nor (ii) is reasonably possible, then, in addition to any rights or remedies the CLC may have, the CLC will have the right to terminate the contract with respect to the entire iLottery Program or an infringing or allegedly infringing aspect of it, at the CLC's election, and the Successful Proposer will refund to the CLC: a.) the full System license fees paid by the CLC over the contract, plus the unused portion of annual maintenance and support fees paid by the CLC for the then-current maintenance period as determined from the effective date of termination of the contract or in each case with respect to the infringing or allegedly infringing aspect of it; and

c. The full services fees paid by CLC over the contract, including for the creation and implementation of the iLottery Program or the infringing or allegedly infringing portion it. In any case, the Successful Proposer, at its sole cost and expense, will secure the right for the CLC to continue using the infringing or allegedly infringing deliverable for a transition period of no less than six (6) months to allow the CLC to replace the affected deliverable without disruption.

Question: There appears to be a drafting error in the RFP in this section. It is difficult to determine whether the language is complete or if there is something missing as there is a sub-part (a) identified, but no (b), and it is unclear whether Section K.2.c is a carryover from the reimbursement requirement in Section K.2.b. Will the CLC please clarify the intent and content of these two subsections ((b) and (c))?

CLC Response: The CLC will amend Part V, Paragraph K.2 to clarify.

19. Part V, Section P.4, Ownership of Intellectual Property, page 30:

The Successful Proposer must, at its sole cost and expense, ensure the CLC's continued right of use of such third-party Intellectual Property in the event of a termination of the contract or removal of any Subcontractor.

Question: Would the CLC please provide further explanation of what is the expected obligation of the Successful Proposer as it seems unreasonable to expect the obligation and expense of providing third party intellectual property to fall to the outgoing supplier following the termination of the agreement.

CLC Response: The CLC will consider concerns and requested clarifications during the negotiation phase, after the preliminary notice of contract award is issued.

20. Part V, Section R, Maintenance of Certain Records; Audit Rights, page 31:

The Successful Proposer and its Subcontractors will preserve and maintain all books and records including, but not limited to financial and accounting records relating to their performance under the contract (Records).

Question: Please clarify what other Records, besides financial and accounting records, the CLC expects will be preserved.

CLC Response: The CLC will consider concerns and requested clarifications during the negotiation phase, after the preliminary notice of contract award is issued; however, at a minimum, the Successful Proposer is expected to maintain all Records necessary to comply with applicable DCP Regulations.

21. Appendix C, Section 4.4, Acceptance Testing, page C-13:

The System will be tested for and every requirement of the RFP and for performance as stipulated in the Successful Proposer's Proposal and the contract. The Successful Proposer's assistance in arranging tests will be necessary.

Question: Please detail what type of assistance in arranging tests the CLC is seeking.

CLC Response: The CLC may need various devices to test across the spectrum.

22. Appendix C, Section 1.3, iLottery Configuration at the Backup Data Center, page C-3:

If the Proposer utilizes cloud systems/services, then the Proposer must utilize cloud services that are housed in data centers in the eastern half of the continental United States and in an area geographically separate from the primary site to minimize and separate risk of concurrent failure with the primary cloud service provider.

Question: Does CLC consider the Mississippi River as the geographical dividing line to determine the eastern half of the continental United States?

CLC Response: Yes.

23. Appendix E, Section 9.d, page E-2:

Display certain information on log in and log off screens such as date, time, and duration of player's last session, notification that individuals on the self-exclusion list are barred from claiming prizes, information described in Paragraphs 8.a and 8.b above, etc.

Question: Paragraph 8 is not labeled with an a. or b. section. Does the CLC want vendors to consider all of Paragraph 8 or a different part of Appendix E? Please provide clarification.

CLC Response: The CLC will amend Appendix E, Paragraph 9.d to clarify.

24. Appendix C, Section 8.1 Player Hotline and Player Support, page C-18:

CSC staffing levels must be provided, at no additional cost to the CLC, on an ongoing basis in a manner that scales to meet the capacity requirements and service levels as established in the RFP.

Question: Due to the nature of the business, CSC costs are proportional to the growth of the customer interactions. These interactions closely align with the activity/revenue generated by number of games offered, average daily users, average spend, marketing and promotions, jackpot size, withdrawals, and player churn. All of these factors impact the number of Customer Service interactions received by the contact center. Is the Lottery willing to pay for additional resources to support growth, or provide exemptions to the SLA commitments caused by external factors to the CSC?

CLC Response: The Pricing methods provide variables to address revenue growth and related expenses.

25. Appendix C, Section 2.9.m Business Intelligence Reporting, page C-9:

Business intelligence reporting. The Program must be integrated with a business intelligence software application that can provide adaptable reporting, scheduling and automation to the CLC. A minimum number of user licenses to the business intelligence software application must be agreed upon with the CLC.

Question: Please provide a specific number of user licenses expected for the business intelligence software application requirement. If a specific number is not available, can the Lottery please provide a range?

CLC Response: A range of 4-8.

26. Would you accept proposals from companies that are actively working on their NSI and WLA certifications but do not have the certificates yet?

CLC Response: The Successful Proposer must have the required certifications by the time of contract execution.

27. In Part V., SPECIAL PROVISIONS, C., estimated DCP licensing fees are listed. Is it the Intent of the CLC to assess these fee to the winning bidder? If yes, are they annual fees or one-time?

CLC Response: Licensing fees are not assessed by or paid to the CLC. The Successful Proposer will be responsible for all licensing fees, which are fully described in Sections 6, 8, 9, and 10 of Public Act 21-23.

28. In Appendix C, Section 1.3, iLottery Configuration at the Backup Data Center, the RFP discusses cloud services/provider. Would the Lottery allow cloud services for the primary data center as well?

CLC Response: No. See Section 12-XXX-13(bb) of the Regulations of Connecticut State Agencies (link in Addendum #2).

29. If the Lottery needs an in-jurisdiction data center, is it acceptable for the servers hosted there to act as a proxy for services hosted in the cloud?

CLC Response: No. See Section 12-XXX-13(bb) of the Regulations of Connecticut State Agencies.

30. Page 17, #2, Has the new ICS been selected or is this referring to the ICS once it is selected? If it has been selected, what requirements and documentation are available for integration with the new ICS?

CLC Response: All necessary information will be provide to the Successful Proposer.

31. Page 17, #3, are there integration techniques with a third party PAM that you would prefer to see?

CLC Response: Not specifically.

32. Page 22, #b, is an annual audit of data centers required by cloud providers which already perform their own audits?

CLC Response: CLC will seek to avoid unnecessary duplication of effort. Other audits will require sufficient review for thoroughness and sufficiency.

33. In your current plans, will the digital draw and keno games ever be directly connected to the retail offerings?

CLC Response: The digital draw and keno games will be the same as the retail games. Plays purchased online will be for the same games as tickets purchased in retail.

34. Do you have interest in being able to directly pool multi-state games with your system?

CLC Response: The CLC is not clear on what this question is asking.

35. Are you interested in proposals for elements of a digital lottery system but not necessarily a full solution?

CLC Response: No, the CLC is seeking a complete iLottery solution as described in the RFP. Vendors may partner to submit a collaborative proposal, as described in Part I, Paragraph D of the RFP, but all Proposals must account for all specifications and requirements described in the RFP.

36. Part V. SPECIAL PROVISIONS, A. Integrity of the Successful Proposer (page 19): Will the Lottery please provide its definition of the phrase “potential issues” in the following statement (underlining added for emphasis):

“Report actual or potential issues, problems, defects, changes, performance degradations, incidents, breaches, and other matters concerning the Program, the contract, or any work immediately to the CLC upon detection, and provide the CLC full and prompt access to any and all records and reports related thereto upon its request.”

CLC Response: The CLC will consider concerns and requested clarifications during the negotiation phase, after the preliminary notice of contract award is issued.

37. Part IV. EVALUATION & NOTICE OF AWARD, P. OWNERSHIP OF INTELLECTUAL PROPERTY, 1. CLC Intellectual Property (page 30): Will the Lottery please remove the following from this requirement: “or produced by the iLottery Program,” as it contradicts other statements in this requirement, as well as information in 2. Successful Proposer & Subcontractor Intellectual Property, 3. Joint Intellectual Property, and 4. Third-Party Intellectual Property?

CLC Response: There will be no revision to Part V, Paragraph P.1 of the RFP. The CLC will consider concerns during the negotiation phase, after the preliminary notice of contract award is issued.

38. Appendix C, 1.2 iLottery Configuration at the Primary Data Center (page C-3): The Lottery states that it is willing to consider housing the Primary Data Center equipment. Would the CLC please provide additional details about the offered space? Does it currently comply with PCI standards? Is the offered space located within the Lottery’s head office or at another location?

CLC Response: Yes, the offered space is at CLC headquarters. If modifications are necessary for such compliance, the CLC is willing to engage in those discussions.

39. Appendix C, 2.2 Data Accessibility, a. Player database integration (page C-3): Will the Lottery please clarify whether the Successful Proposer will provide and host the single sign-on environment (aka the Identity Management System - IAM), or will they need to integrate into an existing single sign-on environment? If integration is required, can the Lottery provide details regarding the environment?

CLC Response: The CLC will launch a sports betting platform prior to selecting a vendor to provide the iLottery Program; however no details of the integration are available at this time. Proposers must state whether the proposed System can utilize a PAM system that is not under the Proposer's design and control, and if so, submit separate pricing that excludes PAM.

40. Appendix C, 2.2 Data Accessibility, c. Communication systems integration and d. Advertising systems integration (page C-4): Would the Lottery please provide a list and description of each of the third-party systems that are required for integration (e.g. CRM, Advertising systems, etc.)?

CLC Response: The System must integrate with external communication systems of the Proposers choosing to provide the required services for player communication, email, SMS and push notifications. This integration must be detailed in the Proposal.

41. Appendix C, 2.2 Data Accessibility, c. Communication Systems Integration (page C-4): Can the CLC please provide information regarding the vendor(s) it currently works with to support email, SMS, and push notification services?

CLC Response: This information is not relevant or necessary to submit a Proposal.

42. Appendix C, 2.8 Player UI Components and Integration Services, g. Content Management System (page C-7): Does the Lottery currently use a CMS for its website? If so, what CMS does the CLC use, and can it be extended for use with the Mobile App?

CLC Response: Specific details regarding the design/management of the CT Lottery website will be shared with the Successful Proposer. Proposals should not rely on the CLC to provide content for the Mobile App.

43. Appendix C, 2.8 Player UI Components and Integration Services, h. Mobile App Development Services (page C-7): Will the CLC kindly describe how it intends to structure its mobile app solution(s) to CLC players? In other words, is the CLC intending for the mobile app contemplated in this section to replace its current mobile app for the benefit of providing an intuitive, convenient, and single point of access for players to engage with the Lottery brand that provides a funnel of traffic to maximize the CLC's iLottery program, or does the CLC expect to maintain two separate applications in parallel, with ongoing marketing and operational support for both, i.e. separate player accounts, engagement activities, notification preferences, etc. with players using both apps in conjunction with one another?

CLC Response: The iLottery Mobile App will replace the existing CT Lottery Mobile App.

44. Appendix C, 2.8 Player UI Components and Integration Services, h. Mobile App development services (page C-8): What is the primary feature the Lottery is targeting for the app? For example, which feature will be the first access point that the Lottery would like the end user to see when they open the app?

CLC Response: The design of the Mobile App is to be determined by the Proposer. The CLC will work with the Successful Proposer to customize the design as necessary.

45. Appendix C, 2.8 Player UI Components and Integration Services, h. Mobile App development services (page C-8): What is the Lottery's primary objective for its Mobile App? Is it to generate revenue? (e.g. ticket purchase) or to generate player engagement (e.g. ticket scan) or to encourage play within retail (e.g. find your nearest retailer)?

CLC Response: The primary objective is to enable players to purchase tickets.

46. Appendix C, 2.8 Player UI Components and Integration Services, h. Mobile App development services (page C-8): Is the CLC able to provide statistics regarding the current device usage, split between web, mobile, and tablet?

CLC Response: The CLC will post an addendum with this data.

47. Appendix C, 2.9 Reporting Capabilities (pages C-8,9): Does the Lottery currently have a data warehouse (DW) solution for reporting and maintaining a single view of its customers? If it has an existing Business Intelligence or DW solution, is the Successful Proposer required to integrate into that system or provide one?

CLC Response: The Successful Proposer is required to provide their own business intelligence reporting per Paragraph 2.9.m of Appendix C. The CLC will also require automated nightly exports of all tickets purchased and winning tickets cashed in a format to be determined by the CLC.

48. Appendix C, 2.10 Promotional Capabilities (page C-9): Proposers are urged to be creative in thinking of promotional opportunities, but requirements also state that promotional capabilities should match current promotions on the CLC's retail gaming system. Will the Lottery please clarify if Proposers are limited to current promotions, or can new promotions also be included in the two-year plan?

CLC Response: The CLC is interested in hearing your ideas.

49. Appendix C, 4.2 Software Development, i. CLC testing devices (page C-11): Can CLC share a breakdown of current and expected device support, such as what are the current top (80%) devices, operating system version and browsers that customers are using?

CLC Response: The CLC will post an addendum with this data.

50. Appendix C, 4.2 Software Development (page C-11,12): What is the expected involvement from CLC and DCP QA team during development? Will they be testing and signing of builds at the end of each sprint?

CLC Response: To be determined after discussions with the Successful Proposer.

51. Appendix C, 9.1 Marketing Support (page C-19): Will the Lottery please provide the media investment level that should be used for each year of the two-year marketing plan?

CLC Response: That is for Proposers to recommend.

52. Appendix C, 9.1 Marketing Support (page C-19): Will the Lottery please specify the bonus budget that should be used for each year of the two-year marketing plan?

CLC Response: That is for Proposers to recommend.

53. Appendix C, 9.1 Marketing Support (page C-19): Please provide the brand and graphic guidelines that should be used when creating the two-year marketing plan.

CLC Response: This information will be shared with the Successful Proposer

54. Appendix C, 9.1 Marketing Support (page C-19): Does the Lottery have a database of players? If so, what information is captured within the database? How large is the database?

CLC Response: The CLC's current email list includes approximately 41,500 players.

55. Part 1 A, page 2: Will the CLC please advise as to when the DCP regulations are expected to be released? Would the CLC confirm our expectation that Proposals are subject to revision based on the final regulations?

CLC Response: See Addendum #2 for a link to the DCP Regulations.

56. Part I C, page 3: Will the CLC allow a time period for Proposers to submit follow-up questions/requests for clarifications regarding answers provided by the CLC during the Q&A period if warranted?

CLC Response: No; however, the CLC will allow for clarifications to the CLC's response to an original question submitted by a Proposer.

57. Part II, page 5: Would the Lottery please confirm our understanding that an Action means and refers to third-party actions?

CLC Response: The CLC will consider concerns and requested clarifications during the negotiation phase, after the preliminary notice of contract award is issued.

58. Part II, page 6: The definition of Applicable Law is exceedingly broad; would CLC consider narrowing the definition to applicable statutes, regulations, government rules and ordinances and specific applicable industry standards to create a fair and reasonable scope that can be understood by vendors?

CLC Response: There will be no revision to the definition of "Applicable Law" in the RFP. The CLC will consider concerns during the negotiation phase, after the preliminary notice of contract award is issued.

59. Part II, page 8: The defined term Incurable Default is not used in this RFP; should it be deleted or would the CLC be willing to otherwise provide Proposers a chance to review its intended use in this RFP?

CLC Response: The CLC will amend Part V, Paragraph G.1 to include a reference to “Incurable Default.”

60. Part II, page 10: To enable a Proposer to ensure it can responsibly respond to the required information regarding Subcontractors, would the CLC please provide a definition or some guidance as to how to differentiate between a mere supplier or vendor and an actual subcontractor?

CLC Response: Subcontractors are any individual or entity that provides services associated with the iLottery Program, or products or equipment incorporated in or otherwise used in conjunction with or to operate the iLottery Program, pursuant to a written agreement between the Successful Proposer and the Subcontractor or other arrangement.

61. Part III A.1, page 10: For submission planning purposes, will the CLC please inform Proposers of the largest file size that can be received by the email address Suzanne.Colley@ctlottery.org?

CLC Response: 50 MB.

62. Part III B, page 11, and Part V K.1, page 25: Would the CLC be willing to delete or clarify the standard of liability?

CLC Response: There will be no revision to Part III, Paragraph B or Part V, Paragraph K.1 of the RFP. The CLC will consider concerns and requested clarifications during the negotiation phase, after the preliminary notice of contract award is issued.

63. Part III C, Section 5, page 14: In the event that a Proposer does not have standalone audited financial statements, please confirm our understanding that the Proposer may submit the required audited financial statements of its Parent, which incorporate the Proposer’s operations on a consolidated basis, and for which Parent will agree to guarantee the Proposer’s performance if such Proposer is awarded the contract as set forth in this section?

CLC Response: Yes, the Proposer may submit the required audited financial statements of its parent.

64. Part III C, Section 6, page 15: It is widely accepted practice to include on a Litigation bond a third condition that would need to be satisfied before the bond may be drawn upon; that being said we would respectfully request that the CLC add the following to Section 6:

3. A court determines that the action or any portion thereof was frivolous, or was brought in bad faith, or was not brought upon reasonable grounds.

CLC Response: The language of Part III, Paragraph C, Section 6 of the RFP will remain as is.

65. Part III C, Section 10.1, page 17: In the case that a Proposer offers a standalone system of record for online plays that is not integrated with the retail gaming system; will it be acceptable to have four-minute draw intervals for Keno, with alternative winning numbers based on a dedicated random number generator in the iLottery solution?

CLC Response: No, the retail system keno draw results are expected to be imported/entered in the iLottery solution.

66. Part III C, Section 10.3, page 17: The RFP states *“Proposers must state whether the proposed System can utilize a PAM system that is not under the Proposer’s design and control, and if so, submit separate pricing that excludes PAM.”*

In what format does the CLC require pricing for the exclusion of the PAM? Is that pricing to be included within the provided Excel file or as an attachment?

CLC Response: The Proposer should provide pricing that excludes PAM on a separate pricing page exactly the same as the initial pricing page including PAM.

67. Part III C, Section 10.3, page 17: In the interest of the quickest iLottery start-up possible, would the CLC be willing to accept a temporary solution with two separate PAM systems (iLottery and Sports), with execution of a migration to the iLottery PAM at a later stage of the program?

CLC Response: The CLC would be interested in hearing that approach.

68. Part IV A, page 18: The RFP refers to “required options” and “offered options.” Would the CLC please provide a definition of required options and offered options and clarify if these are to be priced under Additional Service Options in the Price Proposal Excel file? If so, are they to be priced as a monthly fee? Is “To Be Determined” pricing allowed for offered options?

CLC Response: “Required options” refers to the “required additional services” described in Paragraph 9 of Appendix C. “Offered options” refers to additional services that may be offered by a Proposer but are not specifically requested by the CLC in the RFP. Both required and offered options should be priced under “Additional Service Options” in the Price Proposal Excel file. Marketing support should be priced as a monthly fee. Proposers may determine how to price other offered options, if any.

“To Be Determined” pricing is not allowed for any option. All options listed in the Price Proposal Excel file must have a price. Proposers may include “Not To Exceed” pricing if they are unable to determine exact pricing. If a Proposer does not have prices for offered options, then Proposer must not include these options its Price Proposal. Proposers may still propose options, however, in their Proposals.

69. Part V, page 19: Would the CLC consider adding a standard dispute resolution provision to the contract?

CLC Response: The CLC is open to discussing a dispute resolution provision during the negotiation phase, after the preliminary notice of contract award is issued.

70. Part V B, page 19: It is understood that all subcontractors must be approved by the CLC, and that such subcontractors are subject to DCP licensing and other provisions noted in this section including “insurance.” Does the CLC require a specific insurance provision for subcontractors? What is the process and timing for Proposers to identify potential subcontractors to obtain CLC approvals and confirm required obligations (i.e., licensing and insurance requirements, etc.)?

CLC Response: The CLC will consider concerns and requested clarifications during the negotiation phase, after the preliminary notice of contract award is issued.

71. Part V B, page 19: We understand and share the goal of using small and minority businesses where possible; to that end, are there any specific commitments required for utilization of small businesses or the state’s minority-, women-, service-disabled veteran- owned, and other underutilized small businesses in this procurement?

CLC Response: There are no specific commitments required for utilization of small and minority businesses. We are asking that Proposers describe their efforts towards participation with diverse businesses and that Proposers articulate their commitment to making good faith efforts in recruiting and encouraging the use of diverse suppliers.

72. Part V G, page 22: Certain events of default are not tied to any materiality or adverse impact standard. To avoid an unreasonable interpretation that a trivial breach would constitute grounds for termination, would the CLC consider negotiating such events of default to limit them to material defaults or other defaults that cause a material negative impact or otherwise adversely affect the CLC as determined by the CLC in its discretion?

CLC Response: The CLC will consider concerns and requested clarifications during the negotiation phase, after the preliminary notice of contract award is issued.

73. Part V G, page 22: This section refers to the right to terminate a subcontract; does the CLC contemplate directly subcontracting, or, could the CLC please confirm what this reference means?

CLC Response: The CLC will amend Part V, Paragraph G to clarify.

74. Part V G.1.b-c, page 22: Would the CLC please confirm that it will apply a material threshold prior to terminating the contract for cause in the case of failure to cure a breach within the Cure Period, or incurable breaches to the extent that the breach has immaterial or trivial impact on the CLC and under subsections 1(b) and (c)?

CLC Response: The CLC will consider concerns and requested clarifications during the negotiation phase, after the preliminary notice of contract award is issued.

75. Part V G.1, page 22: This section provides, in part, that:

“The CLC’s right to terminate for cause is in addition to any other rights and remedies available to the CLC by law or equity or under the contract (e.g., the right to procure products and/or services required by the contract from other sources on the open market and seek reimbursement from the Successful Proposer, the right to continued specific performance until an alternative solution is found, the right to assume contracts).”

Would the CLC please specify what contracts are referred to in the right to assume contracts remedy cited in this section, or otherwise explain what the remedy right entails?

CLC Response: The CLC will consider concerns and requested clarifications during the negotiation phase, after the preliminary notice of contract award is issued.

76. Part V G.1, page 22: Is there a limit to the number of emergency extensions that the CLC may exercise?

CLC Response: The CLC will consider concerns and requested clarifications during the negotiation phase, after the preliminary notice of contract award is issued.

77. Part V K, page 25: Since it is reasonable for the defending party to control its defense at its own expense in order to adequately protect its and the CLC’s interests, would the CLC consider revising these sections to provide that the Successful Proposer may assume defense of all (i) Actions which the parties agree the Successful Proposer is uniquely positioned to defend and (ii) Infringement Claims which Actions and Infringement Claims are subject to a claim for indemnification, clarifying that the CLC has the right to defend any such Actions and any Infringement Claims only in the case where (i) the Successful Proposer has not engaged counsel to defend an Action or Infringement Claim within a reasonable time after receiving notice of the claim or (ii) the CLC reasonably concludes that there may be defenses available to it, which are different from or additional to those available to the Successful Proposer?

CLC Response: There will be no revision to Part V, Paragraph K of the RFP. The CLC will consider concerns during the negotiation phase, after the preliminary notice of contract award is issued.

78. Part V K.1 and 2, page 25: Consistent with standard practice, would the CLC agree to include a requirement of prompt notification of any Action subject to indemnification in both of these sections in order to give the indemnifying Successful Proposer the opportunity (as applicable) to mitigate losses and defend the Action by adding the following sentence or a similar sentence to this section? Would the CLC agree to delete “on demand” from the first sentence of both of these sections?

79. **CLC Response:** There will be no revision to Part V, Paragraph K.1 or Part V, Paragraph K.2 of the RFP. The CLC will consider concerns during the negotiation phase, after the preliminary notice of contract award is issued.

80. Part V K, page 25: Would the CLC consider adding standard Indemnification Procedures specifying notice requirements, as well as the Successful Proposer’s ability to assume defense of actions and infringement claims wherein the Successful Proposer engages

counsel in a timely manner, subject to the CLC's right to assume defense in the event of a conflict of interest and other situations required by applicable Connecticut law and regulations requiring CLC or the State to control the defense?

CLC Response: There will be no revision to Part V, Paragraph K of the RFP. The CLC will consider concerns during the negotiation phase, after the preliminary notice of contract award is issued.

81. Part V K.1 and 2.b, page 25: Would the CLC please clarify that the Successful Proposer would only be required to pay back to the CLC the full System license fees and system fees to the extent that the CLC did not receive the benefit of the license's use?

CLC Response: The CLC will consider concerns and requested clarifications during the negotiation phase, after the preliminary notice of contract award is issued.

82. Part V K.1 and 4, page 25-26: Would the CLC agree to delete "...including its obligation to compensate and reimburse the CLC" and add the words "subject to indemnification obligations under the Contract" after Action or Loss in the following sentence?
The Successful Proposer's indemnifications obligations, including its obligation to compensate and reimburse the CLC, shall be immediate upon the CLC's written notice and tender of any Action or Loss to the Successful Proposer.

CLC Response: There will be no revision to Part V, Paragraph K.1 or Part V, Paragraph K.4 of the RFP. The CLC will consider concerns during the negotiation phase, after the preliminary notice of contract award is issued.

83. Part V K.1 and 4, page 25-26: It is understood and agreed that the Successful Proposer will have and comply with indemnification obligations. Would the CLC agree to delete "...including its obligation to compensate and reimburse the CLC" and add the words "subject to indemnification obligations under the Contract" after Action or Loss" in the following sentence:

The Successful Proposer's indemnifications obligations, including its obligation to compensate and reimburse the CLC, shall be immediate upon the CLC's written notice and tender of any Action or Loss to the Successful Proposer.

CLC Response: There will be no revision to Part V, Paragraph K.1 or Part V, Paragraph K.4 of the RFP. The CLC will consider concerns during the negotiation phase, after the preliminary notice of contract award is issued.

84. Part V K.5, page 26: Would the CLC agree to revise this section to add the word "reasonable" before "legal costs" to clarify that all legal expenses and costs subject to indemnification must be reasonable?

CLC Response: There will be no revision to Part V, Paragraph K.5 of the RFP. The CLC will consider concerns during the negotiation phase, after the preliminary notice of contract award is issued.

85. Part V L.7, page 26: The professional liability market doesn't provide blanket intellectual property infringement. It does provide infringement of copyright, trademark, or service mark of software or software technology in connection with the Performance of Professional Services.

Therefore, we request the Cyber/Privacy Liability section be amended as follows:

Cyber/Privacy Liability insurance in the minimum amount of \$10,000,000 and sufficiently broad to respond to the duties and obligations as are undertaken by the Successful Proposer in the contract, including, without limitation, claims involving intellectual property infringement, of copyright, trademark, or service mark of software of software technology in connection with the performance of professional services, invasion of privacy violations, data privacy and network security liability, PCI/data security standards, Internet and electronic media liability, cyber extortion, and breach response costs, which may include, but are not limited to, regulatory fines and penalties and credit monitoring expenses. For avoidance of doubt, Cyber/Privacy Liability insurance should cover information or identity theft, liability for misuse or disclosure of Data, and liability for loss of Data due to outages, spread of viruses, attacks, and destruction.

CLC Response: There will be no revision to Part V, Paragraph L.7 of the RFP. The CLC will consider concerns and requested clarifications during the negotiation phase, after the preliminary notice of contract award is issued.

86. Part V L.8, page 27: This section requires that the retention on the Crime policy not exceed \$10,000. In today's market, deductibles of this size for the companies submitting Proposals for this RFP are not commercially available. Therefore, we would respectfully request that the limit on the retention not to exceed \$10,000 be deleted from this section.

CLC Response: There will be no revision to Part V, Paragraph L.8 of the RFP. The CLC will consider concerns and requested clarifications during the negotiation phase, after the preliminary notice of contract award is issued.

87. Part V L.8, page 27: The Crime insurance requires the Successful Proposer to cover the CLC's property. We would assert that this should be clarified to state that the property needs to be in the care, custody and control of the Successful Proposer or Subcontractor.

Therefore, we request that the section be amended as follows:

Such insurance, at a minimum, must cover property of the CLC for loss while in the care, custody or control of the Successful Proposer or Subcontractor.

CLC Response: There will be no revision to Part V, Paragraph L.8 of the RFP. The CLC will consider concerns and requested clarifications during the negotiation phase, after the preliminary notice of contract award is issued.

88. Part V L.8.a, page 27: This section states that all required insurance must be written with companies that are licensed to issue insurance policies in the State of Connecticut. In today's market, the Cyber/Privacy and Professional/Technical Errors and Omissions Liability market has undergone many changes in the last two years, making such coverage not

available in traditional markets. Many insurers have left the market or dramatically reduced their capacity. Insureds as well as other Excess and Surplus Lines carriers have had to go to the London market. Therefore, we respectfully request that there be an exception made for the Professional/Technical Errors and Omissions Liability policies and this section be amended as follows:

All required insurance policies (and any umbrella/excess policies) must:

a. Be written by companies licensed to issue insurance policies in the State of Connecticut, with the exception of the Cyber/ Privacy Liability and Professional/Technical Errors and Omissions Liability insurance with an A.M. Best rating of "A-" or better and a financial size of VII or better. The CLC reserves the right to approve all insurance companies;

CLC Response: Yes, the CLC will amend Part V, Paragraph L.a to exempt cyber/privacy liability coverage and professional/technical errors and omissions liability coverage from the requirement that all insurance policies be written by companies licensed to issue insurance policies in the State of Connecticut.

89. Part V M, page 28: Would the CLC agree to delete the following phrases to clarify the standard of liability: "or which the CLC alleges are the result of" "or which the CLC alleges are due to"

CLC Response: There will be no revision to Part V, Paragraph M of the RFP. The CLC will consider concerns during the negotiation phase, after the preliminary notice of contract award is issued.

90. Part V M, page 28: It is understood that the Contractor would be liable for contract damages resulting from errors described in this section. To discourage bad actors and counterfeits and promote reasonable expectations among players that prizes will be paid pursuant to the applicable Game Rules, would the CLC be willing to negotiate the scope of liability for Vendor Errors described in this section to allow the Contractor to understand this aspect of potential liability?

CLC Response: The CLC will consider concerns and requested clarifications during the negotiation phase, after the preliminary notice of contract award is issued.

91. Part V N, page 29: Surety Companies desire the opportunity to cure the default in lieu of strict forfeiture. Due to this, we respectfully request that the CLC amend the second paragraph in Section N to replace the words "will have the right to call the Performance Security" to "make a claim against the Performance Security."

CLC Response: There will be no revision to Part V, Paragraph N of the RFP.

92. Part V O, page 29: Will the CLC please confirm our understanding that the Successful Proposer shall not be liable for any liquidated damages if the incident causing the assessment of liquidated damages was not caused by the Successful Proposer but rather the CLC or any other third party not under the control or direction of the Successful Proposer, or when such incident arises from force majeure events constituting unforeseeable causes beyond the control and without the fault or negligence of the Successful Proposer, including

but not restricted to, acts of God; acts of the public enemy; acts of the State in either its sovereign or contractual capacity; acts of another Successful Proposer in the performance of a contract with the State; fires, floods, epidemics, quarantine restrictions, strikes, or freight embargoes; or delays of Successful Proposers or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Successful Proposer or the Successful Proposers or its suppliers?

CLC Response: The determination as to whether to assess liquidated damages will be made by the CLC on a case by case basis. The Successful Proposer will be free to present any mitigating circumstances to the CLC for its review.

93. Part V P.2, page 30: This section requires the Successful Proposer or Subcontractor to grant the CLC a license to use the Successful Proposer's or Subcontractor's Intellectual Property in connection with the Program. Would the CLC please confirm that any license granted pursuant to this section is limited for the term of the Contract and for use solely in connection with the Program?

CLC Response: The CLC confirms that the license granted in Part V, Paragraph P.2 will be for the period that the CLC requires the use of the Successful Proposer's or Subcontractor's Intellectual Property in connection with the System until the System is replaced.

94. Part V P.4, page 30: As the Program is a complicated technical solution that will include many different third-party components, to list all third-party Intellectual Property or anticipate what third-party Intellectual Property will be used would be a very challenging process. Therefore, would the CLC be willing to revise this section to only require the Successful Proposer to list the names of companies from which they license or intend to license Intellectual Property for use with the offered Program?

CLC Response: Yes, the CLC will amend Part V, Paragraph P.4 as requested.

95. Part V Q, page 30: Given that it will not always be possible to escrow third-party human readable code, will the CLC please consider reasonable changes to the requirements of this section if and to the extent a third party will not agree to escrow such code?

CLC Response: The CLC will consider concerns and requested clarifications during the negotiation phase, after the preliminary notice of contract award is issued.

96. Part V Q, page 30: Would the CLC please confirm that, if the Deposit Materials are released to the CLC upon the occurrence of a release event identified in the Software Escrow Agreement, that the CLC may use the Deposit Materials for the Licensed Purpose subject to the terms and conditions specified in the Software Escrow Agreement, and that the term of the license will be limited to the period until the Successful Proposer corrects the triggering-release event or until the CLC, using reasonable efforts, is able to find a replacement provider; and that the rights granted should not include the ability to copy, modify, enhance or create derivative works?

CLC Response: The CLC will consider concerns and requested clarifications during the negotiation phase, after the preliminary notice of contract award is issued.

97. Part V Q, p. 30: Would the CLC be willing to allow a Proposer to use an escrow agent other than the DCP?

CLC Response: No.

98. Appendix C 1.1, page C-2: Related to the equipment inspection by an independent laboratory, will the CLC please provide an example of the requirements?

CLC Response: See Section 12-XXX-19 of the Regulations of Connecticut State Agencies.

99. Appendix C 1.1, page C-2: Will the CLC please confirm our interpretation that both the primary and backup systems are required to be duplex?

Further, will the CLC please confirm the following assumptions with regard to the Primary Data Center and Backup Data Center:

- The PDC and BDC will operate in duplex mode for both data centers.
- If a node becomes unavailable in a data center, the secondary nodes in the respective data center will remain active.
- If there is a loss of a full data center, the solution will failover to the backup data center.
- The storage (database) mechanism will also have a tertiary backup mechanism in another remote location for complete disaster recovery scenarios should an event result in the loss of both the primary and backup data centers.

CLC Response: The Proposal must contain a detailed plan for a primary data center and a secondary data center, as well as disaster recovery off-site backups of the data and applications.

100. Appendix C 1.2, page C-3: Will the CLC please confirm that the same regulations allowed for Casino operators and their Gaming systems located outside the state of Connecticut would also apply to iLottery Gaming system player transactions?

CLC Response: See Section 12-XXX-13(bb) of the Regulations of Connecticut State Agencies.

101. Appendix C 1.2, page C-3: Due to the pandemic and potential impacts to procuring data center hardware, in the interest of the quickest start up possible, would the CLC be willing to accept a temporary out-of-state Primary Data Center while an appropriate in-state Data Center is being established?

CLC Response: See Section 12-XXX-13(b) of the Regulations of Connecticut State Agencies.

102. Appendix C 1.2, page C-3: Is the request for the PDC to be in-state required for all components utilized in the solution, or is it only required for certain components, i.e. the gaming system of record? Will the CLC allow for other supporting elements to be delivered via SaaS and third-party providers in other U.S.-based data centers?

CLC Response: See Section 12-XXX-13(bb) of the Regulations of Connecticut State Agencies.

103. Appendix C 2.2a, page C-3: This section is referring to integration with other CLC vendors' systems and a Single Sign-on across different systems. Will the CLC kindly provide an example of the required integration to be provided, and expand on the purpose of the single sign on?

CLC Response: The CLC is unable to provide examples. A single sign-on is intended for customer convenience.

104. Appendix C 2.2.a-f, page C-3: Does the CLC have existing integrations or contracts with any of the providers required in bullets a through f?

CLC Response: Not at this time.

105. Appendix C 2.6.b, page C-6: It is common practice for the System provider to assist their Lottery customers in developing their own AML policies as required under law, and provide a system and operational processes that are consistent with and support such AML policies. Would the Lottery please confirm this is the expectation?

CLC Response: Yes, that is expected.

106. Appendix C 2.7.a.4, page C-6: Would the pre-note process for new funding sources be required if the Proposer's solution contained other, real-time verification methods that are equivalent?

CLC Response: Propose or describe how you will be using accepted industry practices.

107. Appendix C 2.7.c.8, page C-7: Will the CLC please clarify how expired prizes will be handled when the wagers are associated with a known entity?

CLC Response: The CLC will follow CLC prize claim rules and escheatment laws to determine handling.

108. Appendix C 2.9.g, page C-9: Will the CLC be managing escheatment of dormant accounts to states?

CLC Response: Yes, with the Successful Proposer's cooperation as provider of data/account information.

109. Appendix C 4.2.i, page C-12: Will the CLC please clarify if the Successful Proposer will be required to provide the actual testing devices for customer acceptance testing, or rather just a list of the most popular devices available?

CLC Response: The Successful Proposer may need to provide some of the testing devices.

110. Appendix D – iLottery Price Proposal Excel File: Will the CLC please provide a definition for Revenue as it applies to the term Annual Revenue Levels in the Price Proposal Excel file? For example, is Revenue before or after prizes paid? Is anything else deducted from Revenue?

CLC Response: Revenue means gross sales before prize payments, less any cancels (if applicable), net of promotional sales (free tickets or similar).

Also, will the CLC please provide a definition of Sales as it applies to the term Percent of Sales in the Price Proposal? Is Sales equivalent to Revenue?

CLC Response: Sales is equivalent to Revenue in the Price Proposal.

111. Is our understanding correct that the bidder is required to provide an unlimited liability? Would it be acceptable if we formulate our RFP response that way that our liability is limited, or is there maybe a stage in your RFP process where questions like this are considered to be discussed, i.e., contract negotiations?

CLC Response: The CLC will not agree to limitations of liability.