



Connecticut Lottery  
Corporation  
777 Brook Street  
Rocky Hill, CT 06067

**REQUEST FOR PROPOSALS FOR LEGAL SERVICES  
#CLC201905**

**SUBMISSION DUE DATE: July 3, 2019, 2019 BY 2:00 PM ET**

**This document is subject to change.  
Visit [www.ctlottery.org](http://www.ctlottery.org) for the most current information.**

**I. INTRODUCTION**

The Connecticut Lottery Corporation (CLC), a quasi-public agency with the mission of generating revenue for the State of Connecticut, is soliciting competitive proposals (Proposals) from qualified, experienced, and innovative law firms with offices in Connecticut (Firm or Proposer) to assist, advise, and represent the CLC as described in Part III of this RFP on a non-exclusive, as-needed basis. Experience servicing Connecticut quasi-public/government clients is highly preferred.

This request is not an offer to contract and does not obligate the CLC to make any award, negotiate with any Proposer, or pay any costs incurred by Proposers to participate in this RFP. Unless and until a written contract is signed by the CLC and a successful Proposer, the CLC shall have no obligations.

**Proposers are prohibited from contacting any CLC employee or officer, or member of the CLC Board of Directors, concerning this solicitation, except as set forth in Part V.C. A Proposer's failure to comply with this requirement may result in disqualification.**

**II. ABOUT THE CLC**

The State of Connecticut has operated a lottery since 1972. In 1996, the Connecticut General Assembly created the CLC as a quasi-public entity and transferred to it the operation of the state lottery (Public Act 96-212, codified at Conn. Gen. Stat. §§ 12-800 et seq.). The Connecticut Department of Consumer Protection regulates the CLC's games and licensing (occupational, retailer, vendor).

The CLC's statutory purposes are to:

- (1) Operate and manage the lottery in an entrepreneurial and business-like manner free from the budgetary and other constraints that affect state agencies;
- (2) provide continuing and increased revenue to the people of the state through the lottery by being responsive to market forces and acting generally as a corporation engaged in entrepreneurial pursuits; and
- (3) ensure that the lottery continues to be operated with integrity and for the public good.

Conn. Gen. Stat. § 12-806(a). To achieve these goals, the legislature granted the CLC a broad range of powers. See Conn. Gen. Stat. § 12-806(b).

The CLC, governed by a Board of Directors, currently has approximately 135 employees, the vast majority of whom are represented by one of five State of Connecticut employee bargaining units. The CLC's General Counsel, assisted by two attorneys and support staff, manages all of the CLC's legal affairs; the state Attorney General does not represent the CLC.

In Fiscal Year 2018, the CLC enjoyed a record-setting year. The CLC had \$1.2 billion in sales revenue, paid out \$791 million in prizes, paid \$70 million in commissions to our network of 2,900 retailers, and returned \$345 million to the state's General Fund.

For additional information about the CLC, please visit [www.ctlottery.org](http://www.ctlottery.org).

### **III. PRACTICE AREAS**

The CLC seeks Proposals from law firms with demonstrable expertise in a broad range of matters, including but not limited to: guidance and representation in resolving, and if necessary, litigating commercial, corporate, civil, and other disputed matters; preparation, review, and/or negotiation of legal documentation and transactions, including assessment of implications that might arise out of such transactions; labor and employment matters; intellectual property; procurement efforts and processes; quasi-public agency and general corporate governance matters, including policy creation and/or review; federal and state laws, regulations, and administrative procedures applicable to the CLC and its operations; gaming matters, including but not limited to federal Indian gaming law, and the structuring and implementation of instant, draw, and multi-jurisdictional games; compliance; general legal opinions; real estate; privacy and data protection; insurance and risk-management issues; and other routine and emergent issues arising in the normal course of the CLC's business operations.

In addition to these legal services, selected Proposers will be required to provide at least one (1) training/workshop to the CLC annually on mutually agreed topics at no cost. Trainings will be provided at the request of the CLC either at the CLC's headquarters or by other available means (e.g., video conferencing).

Given its statutory mission, the CLC seeks firms that will represent it with integrity, professionalism, and a sense of urgency in creatively and cost-effectively resolving legal issues. Proposals should illustrate experience, value, cost containment, service efficiency, and price effectiveness without compromising the quality of services.

Proposers may submit Proposals to provide services in one, several, or all practice areas, but may only submit one (1) Proposal, which should clearly identify the practice areas for which the Proposer seeks to be considered.

While the CLC expects to use all firms selected, it will assign work at its sole discretion and does not guarantee any quantity of work, assignment of specific work, timing of work, or minimum spend.

#### **IV. PROPOSAL CONTENT**

Responses should be clear and thorough, but concise, and include the information and materials requested in this Part. Generic marketing and promotional materials are neither required nor desired.

Proposals must, at a minimum, include the following information in the order in which it is requested in this section:

##### **A. FIRM PROFILE**

1. Provide a general overview of Proposer, including its history, areas of practice, office locations, and total number of attorneys and non-attorney support staff broken down by office.
2. Identify each practice area for which Proposer seeks selection (e.g., gaming matters, litigation, privacy and data protection). Alternatively, identify any practice area that Proposer does not seek consideration.
3. Describe any material assignments or relationships (including employment relationships) that Proposer or any employee of Proposer has with any recognized gaming entity, state or local government entity, or other person or entity that may constitute or create the appearance of a conflict of interest in serving as outside counsel to the CLC. Include assignments or relationships that could in the future be adverse to the CLC in any dispute (e.g., litigation) or non-disputed matter (including commercial transactions). Discuss any measures Proposer has taken or would take to resolve any possible conflicts of interest.
4. Describe fully any complaints or grievances, including status and outcome, brought against the Proposer or its individual attorneys within the last seven (7) years.
5. List all insurance carriers for which the Proposer or any of its attorneys is approved counsel and list the specific coverage areas.
6. Provide proof of malpractice/professional liability and cyber liability insurance, including the respective coverage amounts of each policy.
7. Confirm acceptance of the CLC's Outside Counsel Guidelines attached as **Attachment A**. If Proposer has any exceptions or variances to these Guidelines, then it must identify and explain the reason for them for the CLC's consideration.

##### **B. SERVICE PROPOSAL**

1. Describe Proposer's understanding of the CLC's desired services.
2. Describe the relevant knowledge and practice experience Proposer possesses in the practice area. Unless confidentiality obligations preclude Proposer from doing so, include a description of representative matters, the dates of these matters, the names or general nature of the clients in each matter, and the results of these matters.
3. Proposers should describe any specific experience representing and advising lotteries, recognized gaming entities, governmental/quasi-public agencies, or other similar entities.

4. Identify the primary attorneys who would be assigned to work with the CLC and provide a description of each individual's experience in the practice area. Also identify the principal contact attorney(s) in such practice area. For each attorney, provide:
  - a. Name
  - b. Position in the firm hierarchy (e.g., senior partner, junior partner, senior associate, or junior associate)
  - c. Location
  - d. Education
  - e. Number of years practicing law
  - f. Number of years with Proposer
  - g. Current responsibilities and area(s) of specialization
  - h. Length of practice within area(s) of specialization
5. Provide a detailed description of Proposer's approach to performing the services, including, without limitation, Proposer's approach to ensuring legal services are managed properly and delivered in accordance with the CLC's cost-containment and other goals (See Part III); methods and tools used for communications and information gathering with the CLC; staffing plan to ensure availability and responsiveness; approach and schedule to keep the CLC apprised of matter status; approach to ensuring consistency and quality of work product; and creativity in achieving client goals. Identify assumptions and challenges Proposer might face while performing the services and how they will be addressed.
6. Describe in detail any policies or processes the Proposer uses to manage and control client legal costs, including alternative fee arrangements (AFAs), and how and why they have been successful.
7. Describe in detail the Proposer's process for establishing budgets on assigned matters and its ability to adhere to such budgets.
8. Describe Proposer's technological capabilities and resources, including resources utilized to stay current with changes in federal, state, or local laws/regulations.
9. If the Proposer intends to use the services of subcontractor vendors or attorneys, then it must provide the names and qualifications of such third parties and describe the Proposer's relationship history with them and the responsibilities they will have for the CLC's consideration.

### **C. DIVERSITY**

The CLC is committed to diversity in its employees and its vendors. As such, its decision will be influenced by a Proposer's commitment to diversity and equal opportunity. Describe Proposer's efforts to ensure diversity in firm management and employment. Describe the diversity composition of the firm's executive/management committees. Describe how the firm will staff the CLC's matters with a diverse talent pool. Successful Proposers may be required to provide the CLC with a copy of their affirmative action policy.

## D. PRIVACY & DATA SECURITY

The CLC's success depends on maintaining the public's trust and confidence. This includes how the CLC handles sensitive information. In this section, Proposers should demonstrate their commitment to privacy and information security and protecting client data. Responses should briefly address:

1. Proposer's general approach to the management and security of client data, including reference to any written policies, controls, and training Proposer has in place associated with (a) accessing, processing, transmitting, and storing client data whether on its computer network, through SaaS/cloud services, or at its physical premises (e.g., file rooms), and (b) responding to security incidents involving client data. Identify how often Proposer's information management and security program is reviewed and who is responsible for overseeing it (e.g., CISO).
2. Whether Proposer uses vendors to manage or process client data, shares client data with them, or allows them to access Proposer's physical premises, computer network, systems, and applications. If so, then identify the types of vendors the Proposer uses, the client data they have or may have access to, the measures Proposer has in place to safeguard client data with vendors and assess vendor data security, and who in the firm oversees and enforces vendor information management and security compliance.

The CLC will require successful Proposers to complete and return the Privacy & Data Security Questionnaire in **Attachment B** as a condition of contract award. Do not return Questionnaire with Proposals.

## E. FEE PROPOSAL

Refer to **Attachment A**, CLC Outside Counsel Guidelines to complete this Part.

1. Provide Proposer's proposed hourly billing rate by position (senior partner, junior partner, senior associate, junior associate, of counsel, paralegal, other). Indicate whether the proposed rate is a discount from the Proposer's commercial rate.
2. List any services for which Proposer routinely bills clients (must be consistent with **Attachment A**) and provide the costs for such services.
3. The CLC welcomes AFAs for individual assignments that provide incentives for prudent cost savings. Such AFAs may include, but are not limited to, fixed fees, capped fees, and blended rates. Describe fully any AFAs Proposer provides and the specific situations in which the CLC could avail itself of these arrangements.
4. Please provide a sample of Proposer's letter of engagement.

**Fees quoted will be applicable to the initial term of the contract and will not be subject to annual increase or alteration for that period.**

## **F. DECLARATIONS & REQUIRED FORMS:**

1. Identify any circumstance involving the Proposer that could materially affect the viability of its Proposal, its ability to perform the services, its operations, or its financial stability, or that could harm or subject the CLC to public scrutiny if the CLC contracts with Proposer. Examples of material circumstances include, but are not limited to, any threatened or pending (or closed) bankruptcy, regulatory proceeding, or litigation involving the Proposer or its subcontractors; pleas, convictions, or judgments against the Proposer or its subcontractors or their representatives for violations of law or regulation; and the debarment or suspension of Proposer or its subcontractors from contracting or submitting Proposals for contracts with any federal, state, or local government or quasi-government entity, or Native American body.
2. Complete and submit the following forms (See Pages 11- 17):
  - a. Nondiscrimination Certification Affidavit by Entity
  - b. Gift and Campaign Contribution Certification
  - c. Consulting Agreement Affidavit
  - b. CLC Vendor Information/Supplier Diversity

The CLC may require successful Proposers to complete and return additional state public contracting forms at the time of contract award. Proposers are subject to a continuing disclosure requirement; any such matter or change in circumstance occurring after submission of a Proposal and, with respect to the successful Proposer after the execution of a contract, must be disclosed promptly in writing to the CLC.

**The CLC will not enter into or continue a contract with a successful Proposer that fails or refuses to comply with documentation and disclosure requirements.**

## **V. INSTRUCTIONS FOR RESPONDING TO RFP**

### **A. SUBMISSION OF PROPOSALS**

1. The CLC must receive one (1) original and three (3) hardcopies of the Proposal no later than **July 3, 2019 by 2:00 PM EST**. Proposals received after this deadline (regardless of postmark date) or that otherwise do not comply with the requirements of this RFP will be rejected.
2. Proposals must be sealed, contain the Proposer's name and address in the upper left-hand corner, and must be clearly labeled with the words "RFP Proposal – Legal Services".
3. Proposals must be delivered by mail or overnight courier only to Matthew Stone, General Counsel, Connecticut Lottery Corporation, 777 Brook Street, Rocky Hill, CT 06067. No other method of delivery accepted.
4. Proposals will remain valid and cannot be cancelled or withdrawn until ninety (90) business days after the Deadline for Submission of Proposals. Any Proposal accepted by the CLC for the purpose of contract negotiations shall remain valid until superseded by a contract or until rejected by the CLC.

## **B. FREEDOM OF INFORMATION ACT**

All information submitted in and with a Proposal is subject to disclosure under the Connecticut Freedom of Information Act (Act), unless exempted by the Act. Information that a Proposer in good faith considers exempt from public disclosure must be clearly identified as follows: (a) each page containing Proposer exempt information must contain a footer with the word “CONFIDENTIAL”; (b) the beginning of Proposer exempt information must be noted “CONFIDENTIAL INFORMATION BEGINS HERE” and the end of Proposer exempt information must be noted “CONFIDENTIAL INFORMATION ENDS HERE”; and (c) if a Proposal contains a Proposer’s confidential information, then the Proposer must provide the CLC with one (1) redacted copy of its complete Proposal (including pricing) except for the Proposer’s confidential information. The CLC will use this redacted copy to reply to Freedom of Information requests. Cost/pricing information is subject to public disclosure. Proposers may not preface their Proposals with a general proprietary statement, or use page headers or footers that arbitrarily mark all pages confidential.

**Each Proposer is solely responsible for, and the CLC shall have no liability to a Proposer for, the inclusion of any Proposer’s confidential information contained in any redacted Proposal or the provision of such redacted Proposal to a third-party.**

## **C. QUESTIONS**

The sole CLC point of contact for this RFP prior to the award of any contract is Matthew Stone. Please direct all inquiries regarding this RFP to only him and only by email at [matthew.stone@ctlottery.org](mailto:matthew.stone@ctlottery.org). **Contact with any other CLC representative or State official concerning this RFP may result in disqualification.**

The deadline for submitting questions about this RFP is **June 18, 2019**. Relevant questions will be answered in addenda posted on the CLC’s website ([www.ctlottery.org](http://www.ctlottery.org), About Us, Bids) as well as on the Connecticut Department of Administrative Service’s website ([www.das.state.ct.us](http://www.das.state.ct.us), State Contracting Portal, Current Solicitations, Organization, drop down to “Connecticut Lottery Corporation”) (together, the Websites).

**Proposers are responsible for checking the Websites to determine if the CLC has issued any addenda and, if so, must complete their Proposals in accordance with this RFP as may be modified by the addenda. Only this RFP and the written addenda, if any, may be relied upon by Proposers. No other communications between the CLC and Proposers, including oral statements made by the CLC, shall waive, change, or otherwise modify any of the provisions of this RFP or bind the CLC.**

## **D. RFP TIMETABLE**

Issue RFP: **June 4, 2019**

Deadline for Submission of Questions: **June 18, 2019, by 2:00 PM EST**

Deadline for CLC’s Response to Questions: **June 25, 2019**

Deadline for Submission of Proposals: **July 3, 2019, by 2:00 PM EST**

Oral Presentations, if any: week of **July 29, 2019**

Anticipated Contract Commencement Date: **September 1, 2019**

\* The CLC may modify this timetable at any time in its sole discretion; changes will be posted on the CLC's website.

## **VI. PROPOSER REPRESENTATIONS AND WARRANTIES**

If your firm elects to respond to this RFP, then you will be deemed to have certified the accuracy and completeness of the following representations and warranties:

1. Neither the Firm nor any of its employees (a) has been convicted of bribery or attempting to bribe a public official of the State of Connecticut; (b) has been found to have violated the State Code of Ethics for Public Officials or Lobbyists (the "Code of Ethics"); (c) has been suspended or disqualified from bidding on contracts with the State of Connecticut or any department, agency, or quasi-public agency of the State of Connecticut; (d) has knowingly committed any violation of the Code of Ethics or of any other requirement in connection with this RFP; or (e) is in default under any contract with any department, agency, or quasi-public agency of the State of Connecticut.
2. Neither the Firm nor any of its employees has received or paid, or agreed to receive or pay, any compensation or benefit from or to any third party in connection with this solicitation, procurement, or award of a contract pursuant to this RFP.
3. Neither the Firm nor any of its employees has provided anything of value to any officer, employee, or board member of the CLC, or state employee who may be involved with this process, for which full payment has not been made.
4. (a) The Proposal is not made in connection with any competing Proposer submitting a separate response to this RFP and is in all respects fair and without collusion or fraud; (b) no officer, employee, or board member of the CLC participated directly or indirectly in the Proposer's Proposal preparation; and (c) the information contained in the Proposal is true, accurate, and complete and includes all information necessary to ensure that the statements therein are not misleading.

## **VII. EVALUATION PROCESS**

The CLC is under no obligation to make a selection as a result of this RFP. If the CLC does make one or more selections, then the CLC will select the Proposer or Proposers that, all things considered, the CLC determines to be in its best interest. Price is an important factor, but it will not be the only basis for selection. The CLC may consider, among other objective and subjective factors, the quality and completeness of Proposer's responses to this RFP; its experience, capabilities, and available resources; its track record in the practice areas and results obtained for clients; the value it can provide the CLC and its approach to do so; the qualifications of personnel it will assign to CLC matters and their client achievements; its oral presentation (if any); its understanding of the CLC's business or quasi-public/government entities; its familiarity with the framework governing the CLC as set forth in the Connecticut General Statutes and the Regulations of Connecticut State Agencies; its flexibility, efficiency,



responsiveness, and timeliness in providing day-to-day service to clients; and its previous work experience with the CLC.

Prior to making its selection, the CLC may request additional information or oral presentations from Proposers. The CLC may also conduct discussions, for the purpose of assuring full understanding of the CLC's requirements, with "short-listed" Proposers determined by the CLC, in its sole judgement, to be the most qualified to perform the requested services and with Proposals within an acceptable competitive range. Some or all short-listed Proposers may be asked to submit best and final terms.

The CLC is under no obligation, however, to request additional information or engage in pre-selection discussions, and may make its final selection without doing so. Therefore, Proposers are advised to submit their best Proposals in response to this RFP as the CLC may make a contract award based solely on the content of initial submissions.

The CLC may also independently obtain information from sources other than a Proposer, including, without limitation, information concerning the Proposer's reliability, its experience and capabilities, and its performance under other contracts, that the CLC deems pertinent to the RFP, and may consider such information in the Proposal evaluation process.

#### **A. ORAL PRESENTATION (IF APPLICABLE)**

The CLC may invite some or all short-listed Proposers to make oral presentations if the CLC in its sole discretion deems such presentations necessary before making its final selection. Presentations must be made by the personnel who will be assigned to the CLC's account. If the CLC elects to have presentations, then they will take place in-person at CLC headquarters in Rocky Hill, CT or by other available means (e.g., video conference), at the CLC's discretion within the timetable of this RFP. Further presentation instructions will be distributed to invited Proposers at the time of invitation, and the CLC will give invited Proposers at least three (3) business days' notice of the presentation date.

#### **B. THE CONTRACT**

The contract that may result from this RFP will incorporate the pertinent terms and conditions set forth in this RFP, the CLC's Outside Counsel Guidelines (attached as **Attachment A**), any CLC-issued addenda, provisions required by the CLC, and other mutually agreed terms and conditions.

Any resultant contract will be for an initial term of three (3) years, with the CLC having the option to extend the contract for two (2) additional years (in one or more extensions and in any combination of months or years). If the CLC is being represented in a pending matter at the end of the initial term or any extension term, then representation will continue pursuant to the terms of the contract until completed.

The CLC may negotiate some or all elements of the contract with the successful Proposer. These negotiations may result in minor or material changes to the Proposal and/or the RFP, including, without limitation, business terms and scope of service requirements. Negotiations may be terminated by the CLC, in its sole discretion, at any time for any reason. If the CLC and the successful Proposer are unable to reach agreement, then the CLC will cease negotiations and has the option of negotiating with another Proposer.

**Pre-Contract Publicity Prohibition:** Successful Proposers receiving a contract award shall refrain from publicizing their status as award recipients until their contracts are executed by the CLC. All public statements about the award are subject to the prior review and written approval of the CLC.

**Non-Exclusivity:** Any contract awarded under this RFP will be non-exclusive. The CLC, in its sole discretion, may enter into one or more contracts for the same or any category of legal services described in this RFP. Furthermore, the CLC may continue to utilize the services or retain the services of other law firms related to any ongoing CLC matter or for matters outside of the scope of this RFP instead of, or in conjunction with, the Proposer(s) selected under this RFP.

## **VII. CLC RESERVATIONS**

In addition to any rights set forth elsewhere in this RFP, the CLC reserves the right to take any of the following actions, in its sole discretion, at any time:

- A. Accept or reject any or all Proposals, in whole or in part;
- B. Waive any technicalities, informalities, irregularities, or non-material deficiencies in a Proposal;
- C. Waive any non-material specification(s) that cannot be complied with by any Proposer;
- D. Waive any informality in the RFP process if doing so, as determined solely by the CLC, is in the CLC's best interest;
- E. Conduct discussions with any or all Proposers for the purpose of clarification and/or modification of Proposals;
- F. Arrange to receive products and services from other providers, or perform itself the products and services, to be obtained under this RFP;
- G. Solicit additional or new Proposals from anyone;
- H. Clarify, supplement, modify, suspend, or terminate this RFP, or withdraw and reissue a new RFP with terms and conditions materially different from this RFP;
- I. Obtain information from any and all sources concerning a Proposer that the CLC considers relevant to this RFP, and to consider such information in evaluating the Proposer's submission;
- J. Award a contract for all or part of the services requested in this RFP, or not award a contract at all;
- K. Disqualify any Proposer whose conduct and/or proposal fails to conform to the requirements of this RFP; and
- L. Negotiate contract provisions, including provisions not found in this RFP, with one or more potential Proposers in any manner the CLC deems fit (negotiations may be held with multiple Proposers concurrently or on an individual basis at separate times as the CLC determines).



## STATE OF CONNECTICUT

### NONDISCRIMINATION CERTIFICATION – Representation by Entity

#### For Contracts Valued at Less than \$50,000

*Written representation that complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended.*

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#### **INSTRUCTIONS:**

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut, valued at less than \$50,000 for each year of contract. Complete all sections of the form. Submit to the awarding State agency prior to contract execution.

#### **REPRESENTATION OF ENTITY:**

I, \_\_\_\_\_, \_\_\_\_\_, of \_\_\_\_\_  
(Authorized Signatory) (Title) (Name of Entity)

an entity duly formed and existing under the laws of \_\_\_\_\_  
(Name of State or Commonwealth)

represent that I am authorized to execute and deliver this representation on behalf of

\_\_\_\_\_ and that \_\_\_\_\_  
(Name of Entity) (Name of Entity)

agrees to comply with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended.

\_\_\_\_\_  
(Authorized Signatory)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Printed Name)





## STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

*Written or electronic certification to accompany a State contract with a value of \$50,000 or more, pursuant to C.G.S. §§ 4-250, 4-252(c) and 9-612(f)(2) and Governor Dannel P. Malloy's Executive Order 49.*

### INSTRUCTIONS:

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

- CHECK ONE:**    Initial Certification    12 Month Anniversary Update (Multi-year contracts only.)
- Updated Certification because of change of information contained in the most recently filed certification or twelve-month anniversary update.

### GIFT CERTIFICATION:

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

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

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

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

**CAMPAIGN CONTRIBUTION CERTIFICATION:**

I further certify that, on or after January 1, 2011, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(f)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(f)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after January 1, 2011 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(f)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:

**Lawful Campaign Contributions to Candidates for Statewide Public Office:**

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

**Lawful Campaign Contributions to Candidates for the General Assembly:**

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

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

\_\_\_\_\_  
Printed Contractor Name

\_\_\_\_\_  
Printed Name of Authorized Official

\_\_\_\_\_  
Signature of Authorized Official

Subscribed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Commissioner of the Superior Court (or Notary Public)

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





# VENDOR INFORMATION FORM

BUSINESS INFORMATION	
Vendor Legal Business Name	
Vendor Website address	
Vendor Address	
City	State
Zip Code	
Business Telephone Number	Business Fax Number
Nature of Business (please describe):	
Business Entity Type:    Corporation _____    LLC Corporation _____    LLC Partnership _____    LLC Single Member Entity _____ Non-Profit _____    Partnership _____    Individual/Sole Proprietor _____	
NOTE:    If your business is a Corporation, in which State are you Incorporated? __ If individual/sole proprietor, individual's name (as owner) must appear in the legal business name block above. If your business is a Partnership, you must attach the names and titles of all partners to any bid submission.	
Are you a current CLC Vendor? Yes _____    No _____	Do you hire Subcontractors? Yes _____    No _____
Business Name, Trade Name, Doing Business As Name (if different from above)	
Remittance Address if Different from Business Address Above	
Remittance City	State
Zip Code	
CONTACT INFORMATION	
Name of Individual	Job Title
Business Telephone Number	Business Fax Number
Business Cell Phone Number	Email Address

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



# SUPPLIER DIVERSITY INFORMATION

Vendor Legal Business Name

## CURRENT CERTIFICATION INFORMATION

Small Business Enterprise (SBE)	Yes _____	No _____	HUB Zone Enterprise	Yes _____	No _____
Minority Business Enterprise (MBE)	Yes _____	No _____	Disadvantaged Business Enterprise (DBE)	Yes _____	No _____
Women Business Enterprise (WBE)	Yes _____	No _____			
Veteran Owned Business Enterprise	Yes _____	No _____	Sheltered Workshop	Yes _____	No _____

*NOTE: Include copies of certifications with the submission of this form for all items checked YES.*

If **YES**, indicate which **Agency/Organization** has certified your business:

Department of Administrative Services (DAS) _____	Greater New England Minority Supplier Diversity Council (GNEMSDC) _____
Department of Transportation (DOT) _____	Women's Business Enterprise National Council (WBENC) _____
Small Business Administration (SBA) _____	Other: _____
	Agency/Organization Name

If **MBE/WBE** certified, indicate Diversity Category:  
(check all that apply)

Hispanic American _____	African American _____	Asian / Indian American _____
Native American / Alaskan _____	Woman Owned _____	Minority Woman Owned _____
Asian / Pacific American _____	Subcontinent Asian American _____	LGBT _____

## FINANCIAL AND ORGANIZATIONAL INFORMATION

Please provide the Gross Annual Receipts for the last three fiscal years:

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

Current number of full-time employees \_\_\_\_\_ Current number of part-time employees \_\_\_\_\_

## CERTIFICATION

SIGNATURE OF PERSON AUTHORIZED TO SIGN PROPOSALS ON BEHALF OF THE ABOVE NAMED VENDOR	Date Executed
Type or Print Name of Authorized Person	Title of Authorized Person

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

**Attachment A**  
**Outside Counsel Guidelines**

*[Begins on next page]*

# Connecticut Lottery Corporation

## Outside Counsel Guidelines

The Connecticut Lottery Corporation (CLC) is a quasi-public agency that provides revenue to the State of Connecticut for the public good. In furtherance of its public mission, the CLC will occasionally engage outside legal counsel (Firm) to obtain specialized advice on a variety of issues. Firms retained by the CLC are expected to provide the highest quality legal services in an efficient and mutually cost-effective manner considering the CLC's responsibilities to the public.

When the CLC retains a Firm in a particular legal matter (Matter), these Outside Counsel Guidelines (Guidelines) apply to provide structure and predictability to our relationship and standardize certain practices performed in connection with the Matter. Firm attorney and non-attorney support staff working on the CLC's behalf (each a Timekeeper) must familiarize themselves with these Guidelines. However, nothing in these Guidelines is meant to replace regular conversations between the CLC and the Firm about our relationship or Matter management or interfere with the Firm's independent and professional judgment or duties as an advocate representing the CLC's best interests. The Firm is expected to adhere to all ethics rules governing professional conduct and responsibility.

These Guidelines supersede any conflicting terms and conditions contained in any Firm engagement agreement for a particular Matter, unless exceptions are approved in writing by the CLC General Counsel. The CLC may amend these Guidelines from time to time by providing the Firm at least thirty (30) days prior written notice.

Questions concerning the application of these Guidelines must be directed to the CLC General Counsel. If an exception to the Guidelines is deemed necessary by a Firm, then a written request must be submitted and written approval must be obtained from the CLC General Counsel.

It is the Firm's responsibility to discuss with the CLC General Counsel all questions concerning the application of these Guidelines before proceeding on a course of action not specifically authorized by them.

### **A. ENGAGEMENT LETTER**

Every engagement of outside counsel by the CLC must be memorialized by a written agreement which will typically take the form of an engagement letter. The engagement letter may be entered into pursuant to the CLC's periodic Request for Proposals for Legal Services, or it may be pursuant to a standalone matter. Within a reasonable time after receiving the CLC's request for services, the Firm will provide the CLC with a written summary to review and approve that includes, at a minimum, the following information:

- **General Statement of the Matter:** Provide a short, concise statement generally identifying the Matter and the scope of the Firm's representation.

- **Fee Arrangement:** Describe the proposed fee arrangement, whether hourly, fixed fee, blended rate, capped fee, value billing, etc., for the Matter.
- **Matter Staffing:** Provide the name, position, and experience level of each Timekeeper the Firm proposes to assign to the Matter and the likely tasks that each will perform. For Matters involving hourly or blended rates, provide the hourly billing rate for each Timekeeper (or class of Timekeeper).
- **Budget:** Provide a good faith estimate of the fees and expenses the Firm reasonably anticipates it will incur in handling the Matter to conclusion (and for each phase of the Matter, if appropriate), along with any contingencies that may materially alter this budget.
- **Time of Completion:** Provide a good faith estimate of the time it will take the Firm to complete the Matter, including significant interim milestones along with any contingencies that may materially alter this schedule.
- **Acknowledgment of Outside Counsel Guidelines:** Indicate the Firm's familiarity with and agreement to follow these Outside Counsel Guidelines, subject to any modifications mutually agreed upon by the CLC and the Firm.

## **B. RESPONSE TIME & STAFFING**

The CLC expects that all Timekeepers will promptly acknowledge any request and/or question from CLC legal department staff, but in any event no later than one (1) business day after receipt, even if a complete substantive response may take longer.

The CLC expects the Firm to staff a Matter accordingly with the appropriate number of diverse and competent partners, associates, and non-attorney support staff with experience in the particular area(s) of law applicable to the Matter and, if possible, that understand the CLC's business and the industry in which it operates.

It is equally important for the Firm to exercise care to avoid overstaffing a Matter. Unless otherwise approved in writing by the CLC General Counsel in advance, the CLC will not pay for: (1) more than one attorney to attend a meeting, including teleconferences, negotiations, hearings, depositions, etc.; (2) internal Firm conferences and internal written (including electronic) communications among multiple Timekeepers; or (3) learning time associated with training junior attorneys or other Timekeepers.

The Firm is expected to utilize the appropriate combination of skilled attorneys and non-attorney support staff at the appropriate levels for a Matter in the most cost-effective manner. The CLC will not pay for excessive time spent by under-qualified staff on tasks (e.g., research of complex principles of law by legal assistants) or excessive fees billed for tasks performed by over-qualified staff (e.g., routine document review by a senior lawyer). If the CLC General Counsel determines, after consultation with the Firm, that staffing is inappropriate for particular tasks performed, then the hourly rate charged may be reduced to a rate consistent with that of a lower-level professional in the CLC General Counsel's sole discretion. If the CLC General Counsel determines that excessive time was spent on a particular task, then the time billed may be reduced within the CLC General Counsel's sole discretion.

Please review Section C for other costs and expenses that must not be billed, and will not be paid, no matter who performs the work.

The CLC is not opposed to the use of junior attorneys on Matters, but will pay for them only if they are competent to handle assigned work and at rates most cost-effective for the CLC. The CLC will not ordinarily pay for work performed by first-year or summer associates or law school graduates who have not passed the bar unless such work has been identified as part of the CLC-approved staffing plan for appropriate work such as authorized research or drafting projects.

## **C. FEES & EXPENSES**

### **1. Secretarial, Clerical, and Administrative Functions**

The CLC will only pay for substantive legal work performed by the Firm. The CLC will not pay for fees or expenses that it considers, in its sole judgement, to be part of the Firm's overhead or which should be built into its rate structure (e.g., secretarial, clerical, or administrative tasks).

Time devoted to the following tasks is non-billable regardless of the level of the Timekeeper performing the task:

- File opening and closing;
- Processing conflict searches and waivers;
- Data processing, proofreading, copying, filing, organizing, timesheet preparation, billing, scheduling, information technology, etc.;
- "Premature" work (i.e., work performed prior to receiving the CLC General Counsel's written approval) and unnecessary tasks;
- Office communications that are administrative in nature;
- Non-substantive or routine reviews of file, documents, etc., not precipitated by an event making the review necessary (such as a telephone call or receipt of correspondence) or reviews by a party who is merely supervising the work of another Firm employee. The CLC will not pay for repetitive file review performed by the same Timekeeper;
- Summarizing documents;
- Excessive revisions of other Timekeepers' drafts;
- Duplicative/redundant work by multiple Timekeepers on the same discrete task. Under these circumstances, duplicate time entries or time entries for multiple timekeepers will be paid at the rate of the lowest Timekeeper, with duplicate charges removed; and
- Preparation of information in response to CLC auditor, government, or third-party requests.

### **2. Out-of-Pocket Expenses**

The CLC will reimburse the Firm for reasonable, itemized, and sufficiently described out-of-pocket disbursements and costs it incurs on the CLC's behalf, subject to the exceptions and limitations set forth in this Section. All allowable Firm disbursements and costs must be submitted to the CLC without markup or surcharge.

The CLC considers the following costs to be part of the Firm's overhead and will not reimburse the Firm for them:

- Subscriptions to online legal research services (e.g., Westlaw, Lexis-Nexis, etc.);
- Charges for storing files;
- Rent, whether for office space, conference rooms, office or computer equipment, or software;
- Utilities, including but not limited to local and long distance telephone (land and mobile) fax, and internet charges;
- Charges for use of a teleconference provider;
- Postage and document delivery charges. The CLC's preferred method of exchanging documents is via e-mail. The CLC will not pay for other methods of delivery when e-mail is available and sufficient. The CLC will pay for overnight or hand-delivery messenger services only when such delivery methods are necessary for time-sensitive matters or to meet imminent deadlines;
- Photocopy charges. If photocopying is to be extensive and the task is sent out to a vendor, then the Firm will be reimbursed for the amount actually expended without mark-up;
- Meals or refreshments during meetings, depositions, or similar events; and
- Firm staff overtime and related costs (e.g., after-hour meals).

### **3. Legal Research**

The CLC's decision to retain the Firm is based in part on the Firm's expertise and knowledge of the basic substantive law at issue in the Matter, and, as such, the CLC will not pay for online research work unless pre-approved by the CLC General Counsel in writing. If a Firm expects to conduct legal research, then it must address such work in its proposed budget. When seeking approval, the Firm must address the following issues: (i) the purpose of the research; (ii) who will perform the research; (iii) whether the research can be performed effectively by lower-level personnel; (iv) whether the Firm has previously conducted research on the topic being researched; (v) whether the Firm has access to prior research on the same topic; and (vi) the approximate number of hours needed to complete the research.

For CLC-approved legal research, the Firm will be expected to discuss the results of such research with the CLC General Counsel before preparing any memorandum or other written work product. Doing so will prevent the creation of a lengthy, formal memorandum that could be of minimal utility. In many instances, oral reports of research findings or portions of the work product may suffice as a deliverable.

Where circumstances exist that enable the Firm to use its own data bank, brief bank, or existing work product, the Firm may charge the CLC only for research connected with updating or tailoring these previously prepared research materials. The CLC expects the Firm to use junior attorneys or paralegals for research matters, and avoid having partners or senior associates devote extensive time to research unless the complexity of issues involved requires them to do so.

### **4. Travel**

For travel within Connecticut, the CLC will not reimburse the Firm for any expense, such as meals, tolls, mileage, parking, car rental, car services, Uber/Lyft, or taxis.

The CLC does not expect any Matter to require Timekeepers to travel outside of Connecticut. If this situation does occur, then the Firm and the CLC General Counsel will discuss the situation in

advance of any travel, and the CLC General Counsel's written approval will be required before the Firm incurs any related expense.

## **5. Outside Experts & Service Providers**

Where the Firm reasonably believes that the retention of outside investigators, consultants, experts, local counsel, or other third-party service providers (Outside Providers) is required for the effective representation of the CLC in any Matter, the Firm will provide the CLC General Counsel with a written proposal for engagement of such Outside Providers and proceed only upon the receipt of the CLC General Counsel's written consent.

Outside Provider payment arrangements must be discussed in advance with the CLC General Counsel. In general, the CLC expects the Firm to contract with Outside Providers itself and to pay them directly, incorporating the fees and expenses of these providers into the Firm's own invoices to the CLC and including appropriate detail for review by the CLC General Counsel. The CLC may request the Firm to provide full copies of Outside Provider invoices; the Firm, therefore, must retain these invoices. The CLC General Counsel may approve other Outside Provider payment arrangements, including the CLC's direct payment of Outside Provider invoices.

## **D. BILLING**

Unless other billing arrangements are approved by the CLC General Counsel in writing, Firm invoices must be submitted to the CLC within thirty (30) days after the conclusion of the Firm's billing period. Absent good cause, the CLC will not pay for fees or expenses incurred more than 60 days prior to the date the invoice is submitted to it.

For hourly billing, one-tenth (.1) hour increments must be used. Matter billing statements must itemize each activity performed and provide sufficient details of the activity so that the CLC can determine the accuracy, consistency, reasonableness, and necessity of the charges. Each activity must be itemized by date and include: (i) a description of the activity; (ii) the name of the Timekeeper that performed the activity; and (iii) the actual time spent by the Timekeeper on the activity. The last page of each billing statement should include: (iv) the full name of each Timekeeper; (v) the Timekeeper category (i.e., partner, associate, paralegal); (vi) the hourly rate of each Timekeeper; and (vii) the total hours and total amount charged for each Timekeeper during the relevant billing period. Narrative descriptions of work performed that lack sufficient detail will be rejected and returned for correction and resubmission.

Matter billing statements must also identify costs and disbursements incurred by the Firm. All approved costs and disbursements must be itemized with a description sufficient for review, identifying the number of units, price per unit, and total cost. The CLC may refuse to pay for disbursements billed as "Miscellaneous," billed in a group (e.g., Travel Expenses - \$4,000.00), or disbursements without descriptions.

Each billing statement must clearly show the total fees and expenses currently due and also include a running total for the Matter from inception to date. Billing statements must also be accompanied by copies of invoices or internal data compilations for all disbursements.

All fees and expenses charged to the CLC in a Matter are subject to review and approval by the CLC General Counsel. The Firm agrees to promptly respond to all reasonable requests made by the

CLC for fee and expense information and documents. Billing statements that fail to comply with the CLC's requirements will be returned for correction and resubmission. Repeated non-compliance may result in non-payment of charges.

#### **E. INSURANCE COVERAGE**

When a Matter is covered by one of the CLC's insurance policies, the Firm may be bound by reporting and other requirements of the insurance carrier. If a Matter is covered by a CLC insurance policy, and the CLC has satisfied its retention, if any, then the Firm will work directly with the carrier or its representative, including with respect to payment of fees and expenses. The CLC and the Firm will work together to ensure that Timekeepers are aware of all insurance arrangements.

#### **F. PROTECTION OF CLC CONFIDENTIAL INFORMATION**

The Firm must protect CLC Confidential Information from unauthorized access, acquisition, release, loss, or other compromise (Data Security Incident). As used in this Section, CLC Confidential Information is any:

- Attorney-client privileged information;
- Information of the CLC, other than personal information, that is not generally known by the public and which the CLC deems confidential;
- Information of others, but not personal information, the loss of which or unauthorized access or disclosure of, could impair the CLC's ability to obtain such information as is necessary to perform its functions or harm the person or entity to whom it refers or belongs; and
- Information that is required to be protected by federal or state laws (e.g., personal information of CLC directors, employees, customers (i.e., lottery retailers and players), contractors, and vendors).

The Firm must implement and maintain reasonable administrative, electronic, and physical measures to protect CLC Confidential Information against a Data Security Incident that provide a level of security appropriate to the risk represented by the processing and nature of the information to be protected. For example, when transmitting CLC Confidential Information by email, and in communications between the CLC and the Firm, the Firm may need to use encryption. Similarly, paper copies of CLC Confidential Information in the possession of the Firm must be stored in locked cabinets when not in use. The Firm must limit access to CLC Confidential Information to its staff and other parties authorized by the CLC in writing that have a legitimate business need to access it. The CLC expects the Firm to continuously monitor its networks and employees, subcontractors, vendors, and contingent workers for malicious activity and other activity that may cause damage or vulnerability to CLC Confidential Information.

The Firm must report any actual or suspected Data Security Incident to the CLC General Counsel within two hours by telephone followed by a written notification within twenty-four hours. The Firm's written notification must summarize in reasonable detail all facts that the Firm knows about the Data Security Incident, including the nature and extent of CLC Confidential Information affected by the incident; the likely source of the incident; the duration of the incident; and the Firm's plan to respond to the incident, recover the CLC's compromised information, and provide remediation services. Any facts that are unknown by the Firm at the time it notifies the CLC will be promptly provided to the CLC as soon as they become available.



The Firm will fully cooperate with the CLC in the event of a suspected or actual Data Security Incident, and take all necessary and appropriate actions as directed by the CLC and/or required by law, to investigate and remediate an incident, at the Firm's sole cost and expense. The Firm will designate an individual who will serve as the CLC's ongoing single point of contact for purposes of addressing issues with respect to the use and security of CLC Confidential Information.

The Firm is responsible for all vendors and subcontractors used by it that have access to CLC Confidential Information. Vendors and subcontractors include, without limitation, subject matter experts/consultants, copy vendors, off-site storage vendors, and cloud-based vendors.

The CLC, with advance notice, may inspect, examine, and review the Firm's information security and data privacy policies and practices to verify the integrity of CLC Confidential Information and the Firm's compliance with the confidentiality and security requirements for this information, which could, at the CLC's option, include on-site audits, questionnaires, and/or penetration tests and assessments of the Firm's connected systems that contain CLC Confidential Information. The Firm will cooperate with the CLC in these audits, including giving the CLC access to the Firm's personnel and facilities and the personnel and facilities of its subcontractors, and will promptly and fully respond to the CLC's requests for information but in no event more than thirty business days after receiving a request.

#### **G. MAINTENANCE OF RECORDS; CLC AUDIT RIGHTS**

The Firm will keep and securely maintain all books, records, and accounts relating to a Matter (Records). Financial Records must be prepared in accordance with Generally Accepted Accounting Principles. Records must be maintained in a manner and form that makes them readily accessible to and easy to understand by the CLC for audit and assessment.

The Firm will, upon request, make the Records available to the CLC, and, unless a privilege or exemption applies, to the CLC's auditors and personnel duly authorized by the State of Connecticut, for inspection, review, or audit, and copying at all times while a Matter is pending and for no fewer than five (5) full years from the date of final payment by the CLC in the Matter.

**Attachment B**

**Privacy & Data Security Questionnaire**

RFP Number: CLC201905

RFP Description: Legal Services

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

Question #	Question	Responses
1	Do you have a written risk assessment program to proactively identify internal and external risks to the confidentiality, integrity, and availability of client data regardless of the media it is stored on?	1. <input type="checkbox"/> No 2. <input type="checkbox"/> Yes, we have an informal risk assessment program that is not documented. 3. <input type="checkbox"/> Yes, we have a formal risk assessment program that is documented. 4. <input type="checkbox"/> Yes, we have a formal risk assessment program that is documented and has been approved by executive management. 5. <input type="checkbox"/> Yes, we have a formal risk assessment program that is documented and has been approved by executive management. Implementation of the controls is independently verified through an audit or external assessment.  Comments:
2	Do you have the following written policies/procedures:  1. Privacy Policy 2. Network Security Policy 3. Data Security Incident Response Plan 4. Business Continuity/Disaster Recovery Plan 5. Laptop/Computer Use Policy (including Tablets/Smart Phones) 6. Acceptable Use and Safe Browsing 7. Data Encryption Policy 8. Password Policy 9. Vulnerability Assessment/Scan Policy 10. Penetration Testing Policy 11. Record Retention/Data Destruction Policy	1. <input type="checkbox"/> No <input type="checkbox"/> Yes 2. <input type="checkbox"/> No <input type="checkbox"/> Yes 3. <input type="checkbox"/> No <input type="checkbox"/> Yes 4. <input type="checkbox"/> No <input type="checkbox"/> Yes 5. <input type="checkbox"/> No <input type="checkbox"/> Yes  6. <input type="checkbox"/> No <input type="checkbox"/> Yes 7. <input type="checkbox"/> No <input type="checkbox"/> Yes 8. <input type="checkbox"/> No <input type="checkbox"/> Yes 9. <input type="checkbox"/> No <input type="checkbox"/> Yes 10. <input type="checkbox"/> No <input type="checkbox"/> Yes 11. <input type="checkbox"/> No <input type="checkbox"/> Yes  Comments:

### Proposer Privacy & Data Security Questionnaire

3	Do you have an information security oversight function?	1. <input type="checkbox"/> No. 2. <input type="checkbox"/> Yes. Please identify by title the person(s) responsible for your information security oversight (e.g., CISO): _____  Comments:
4	Do you have policies and procedures that address when and how employees are allowed to store, access, and/or transport client data outside of your company's business premises?	1. <input type="checkbox"/> No, we do not have a policy that addresses storage, access, and transport of data. 2. <input type="checkbox"/> Yes, we have documented policies and procedures for storage, access, and transport of client data.  Comments:
5	Are your employees required to sign confidentiality or other agreements restricting them from using and disclosing client data for unauthorized purposes?	1. <input type="checkbox"/> No. 2. <input type="checkbox"/> Yes, upon hire. 3. <input type="checkbox"/> Yes, upon hire and periodically thereafter.  Comments:
6	Are all of your employees required to attend information security awareness training?	1. <input type="checkbox"/> No, we do not perform security awareness training. 2. <input type="checkbox"/> Yes, we have an informal process for security awareness training. 3. <input type="checkbox"/> Yes, we have a formal process for training only new IT staff in security awareness. 4. <input type="checkbox"/> Yes, we have a formal process for training all new hires in security awareness. 5. <input type="checkbox"/> Yes, we have a formal process for training all staff in security awareness. Training is performed upon hire and annually thereafter.  Comments:
7	Do you have a written process requiring HR to immediately notify IT or access administration of employee terminations and to obtain the return of company-owned assets from terminated employees?	1. <input type="checkbox"/> No. 2. <input type="checkbox"/> Yes.  Comments:
8	What must visitors do in order to access your office?	1. <input type="checkbox"/> No special requirements. 2. <input type="checkbox"/> Visitors must sign in at the reception desk. 3. <input type="checkbox"/> Visitors must sign in at the reception desk and show an approved government issued ID. 4. <input type="checkbox"/> Visitors must sign in at the reception desk, show an approved government issued ID, and be escorted at all times. 5. <input type="checkbox"/> No access is allowed to visitors in sensitive areas.

### Proposer Privacy & Data Security Questionnaire

		Comments:
9	Do you employ physical security controls to prevent unauthorized access to computers, networks, and client data?	1. <input type="checkbox"/> No. 2. <input type="checkbox"/> Yes. Please describe your physical security controls.  Comments:
10	Do you use the following or perform the following with respect to your network and client data: 1. Firewall Protection 2. Anti-Virus Protection 3. Intrusion Detection and Prevention Software 4. Off-site System and Data Back-up 5. Username/Password Management 6. Wireless Access Points Secured 7. Portable Device Encryption 8. Desktop Encryption 9. Document Encryption 10. Software Security Patching, Upgrading & Testing	1. <input type="checkbox"/> No <input type="checkbox"/> Yes 2. <input type="checkbox"/> No <input type="checkbox"/> Yes 3. <input type="checkbox"/> No <input type="checkbox"/> Yes 4. <input type="checkbox"/> No <input type="checkbox"/> Yes 5. <input type="checkbox"/> No <input type="checkbox"/> Yes 6. <input type="checkbox"/> No <input type="checkbox"/> Yes 7. <input type="checkbox"/> No <input type="checkbox"/> Yes 8. <input type="checkbox"/> No <input type="checkbox"/> Yes 9. <input type="checkbox"/> No <input type="checkbox"/> Yes 10. <input type="checkbox"/> No <input type="checkbox"/> Yes  Comments:
11	Do you store any client data using servers or data storage devices shared with others (e.g., SaaS/cloud-based services)?	1. <input type="checkbox"/> No. 2. <input type="checkbox"/> Yes. Please provide the name(s) of storage providers.  Comments:
12	Do you use vendors that manage or have access to client data?	1. <input type="checkbox"/> No. 2. <input type="checkbox"/> Yes. Please provide the name(s) of vendors and subcontractors and the client data shared with them. 3. <input type="checkbox"/> N/A.  Comments:
13	Are vendors that manage or have access to client data required to comply with your data confidentiality and security policies and procedures?	1. <input type="checkbox"/> No. 2. <input type="checkbox"/> Yes. Do you require your vendors and subcontractors to indemnify you in the event that suffer a data security incident?    Yes <input type="checkbox"/> No <input type="checkbox"/> 3. <input type="checkbox"/> N/A.  Comments:

### Proposer Privacy & Data Security Questionnaire

14	<p>Do you assess the physical and network security of vendors that have access to client data to ensure the effectiveness of their technical controls as well as procedures for responding to data security incidents (e.g., hacking, viruses, employee data theft)?</p>	<p>1. <input type="checkbox"/> No.                  2. <input type="checkbox"/> Yes.                  3. <input type="checkbox"/> N/A.</p> <p>Comments:</p>
15	<p>Within the past two (2) years, have you undergone a formal third-party review of controls that includes testing and certification/attestation (e.g., SSAE, ISO)?</p>	<p>1. <input type="checkbox"/> No.                  2. <input type="checkbox"/> Yes.</p> <p>Comments:</p>
16	<p>Within the past two (2) years, have you completed a vulnerability assessment of your physical facilities, applications, and systems associated with accessing, processing, storing, and/or transmitting client data?</p>	<p>1. <input type="checkbox"/> No.                  2. <input type="checkbox"/> Yes.</p> <p>Comments:</p>
17	<p>How long would it take to restore your operations after a network attack or loss/compromise of client data?</p>	<p style="text-align: center;"> <input type="checkbox"/> 12 hours or less                                          <input type="checkbox"/> 12-24 hours                                          <input type="checkbox"/> More than 24 hours                 </p> <p>Comments:</p>
18	<p>Have you experienced a data security incident with respect to client data in the past five (5) years? A "data security incident" is any incident resulting in the unauthorized access, acquisition, release, loss, or other compromise to client data.</p> <p>Has any vendor that manages or with which you share client data experienced a data security incident in the past five (5) years?</p>	<p>1. <input type="checkbox"/> No.                  2. <input type="checkbox"/> Yes. Please provide details about the data security incident, including the actions taken to respond to the incident, mitigate the risks, communicate with clients, and reduce the likelihood of the incident from reoccurring.                  3. <input type="checkbox"/> Don't Know.</p> <p>Comments:</p> <p>1. <input type="checkbox"/> No.                  2. <input type="checkbox"/> Yes. Please provide details about the data security incident, including the actions taken to respond to the incident, mitigate the risks, communicate with clients, and reduce the likelihood of the incident from reoccurring.                  3. <input type="checkbox"/> Don't Know.</p> <p>Comments:</p>

### Proposer Privacy & Data Security Questionnaire

19	<p>In the past five (5) years, have you had any complaints or been involved in litigation or proceedings pertaining to a network security or data security incident?</p>  <p>In the past five (5) years, has any vendor that manages or with which you share client data had any data security or privacy violation complaints or been involved in litigation or proceedings pertaining to a network security or data security incident?</p>	<p>1. <input type="checkbox"/> No.</p> <p>2. <input type="checkbox"/> Yes. Please describe the allegations made and, if the matter has concluded, provide the resolution.</p> <p>Comments:</p>  <p>1. <input type="checkbox"/> No.</p> <p>2. <input type="checkbox"/> Yes. Please describe the allegations made and if the matter has concluded provide the resolution.</p> <p>Comments:</p>
20	<p>Do you maintain insurance that specifically covers losses and expenses attributable to privacy/data security incidents?</p>	<p>1. <input type="checkbox"/> No.</p> <p>2. <input type="checkbox"/> Yes. Please describe the nature of the coverage and coverage limits and whether you have filed any claims, as well as the nature of the resolution of those claims.</p> <p>Comments:</p>

Please check one of the following statements:

- We consider our responses to the questions above as trade secrets, or as commercial or financial information given in confidence, or otherwise exempt from public disclosure under Connecticut’s Freedom of Information Act.
  
- We do not consider our responses to the questions above as trade secrets, or as commercial or financial information given in confidence, or otherwise not exempt from disclosure under Connecticut’s Freedom of Information Act.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date