



OFFICE OF THE PROBATE COURT  
ADMINISTRATOR  
186 NEWINGTON ROAD  
WEST HARTFORD, CT 06110  
(860) 231-2442 FAX: (860) 231-1055

## REQUEST FOR PROPOSAL

The State of Connecticut Office of the Probate Court Administrator ("PCA") is seeking written proposals for payroll and benefit administration services for the Connecticut Probate Courts.

Please provide us your proposal as outlined in this Request for Proposal ("RFP") in writing, delivered to the address indicated no later than the date specified below.

Issued by (Agency): <b>Office of the Probate Court Administrator</b>	Return Bid Attention of: <b>Financial Services Dept.</b>	Bid Number: <b>PA22-01</b>
Agency Address & Telephone: <b>186 Newington Road, West Hartford CT 06110, (860) 231-2442</b>		Date Issued: <b>7/28/2022</b>
Deadline for submission of written questions: <b>8/12/22 at 4:00 p.m.</b>		
Deadline for submission of bids: <b>8/26/22 at 4:00 p.m.</b>		
Bid Opening – Date and Time: <b>8/29/22 at 10:00 a.m.</b>		
Signed for Agency: <i>L. Hansen</i>	Title: <b>Director of Financial Services</b>	

The following attachments are incorporated into and deemed part of this RFP:

- ☐ I. Standard Instructions to Bidders
- ☐ II. Specifications
  - A. Project Goal
  - B. General Information
  - C. Scope of Work
- ☐ III. Terms and Conditions
- ☐ Bidder Contract Compliance Monitoring Report (JD-ES-113)
- ☐ Federal Certification of Compliance (JD-ES-113F)

The State of Connecticut, Office of the Probate Court Administrator, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, that all contractors will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, gender identity or expression, age, disability, income-level, or LEP for consideration for an award.

## I. STANDARD INSTRUCTIONS TO BIDDERS

All Requests for Proposal issued by PCA will bind bidders to the Standard Instructions listed below, unless specified otherwise in any individual RFP.

### A. Submission Requirements

1. Bidders shall submit proposals as noted below to the address specified on page 1 of this RFP prior to the published deadline for submission.
    - One signed, printed and bound original; and
    - Three hard copies identical to the bound copy; and
    - One electronic copy, identical to the bound copy, on a USB flash drive.
  2. Proposals must be submitted in sealed packages. Packages must clearly identify the RFP number and the name and address of the bidder.
  3. Proposals must include the following:
    - a. Letter of Transmittal. A letter of transmittal which shall include a statement by the bidder accepting all terms and conditions contained in the RFP.
    - b. Experience. Provide (i) a detailed written summary of the bidder's history, experience and capability in providing the services specified; (ii) resumes of all staff assigned to the project; and (iii) a list of all subcontractors, if applicable, and the responsibilities of each subcontractor.
    - c. Staff Plan. Identify a Project Manager and all personnel designated to work on the project, including background, experience and areas and levels of responsibility for each individual.
    - d. References. Provide references for similar projects completed or scheduled to be completed. Include names, addresses, telephone numbers and contact person.
    - e. Standard Instructions to Bidders. The bidder must complete and sign the Standard Instructions to Bidders. Failure to submit the Instructions will be cause for disqualification from the RFP process.
- B. Authorized Signature** – Written proposals must be signed by a company officer or representative authorized to make contractual commitments.
- C. Late Proposals** – Written proposals received after the date and time specified for submission on page 1 of this document will not be accepted. Late bids will be returned unopened. PCA assumes no responsibility for untimely or improperly delivered parcels or U.S. Mail.

- D. Price** – Proposals shall include pricing as outlined in the RFP document. In the event of a price discrepancy between unit prices and extension, unit prices will govern.
- E. Taxes** – As an agency of the State of Connecticut, PCA is exempt from the payment of Federal Excise Taxes and the Connecticut sales tax under § 12-412 of the Connecticut General Statutes. Bids should not include such taxes.
- F. Proposal Offer Firm** – Responses to this RFP, including quoted fees and/or prices, must remain firm for a period of one year from the published date for submission of proposals. PCA shall not be liable for any costs incurred by the bidder in the preparation of this proposal.
- G. Rejection of Nonconforming Proposals** – PCA reserves the right to reject in whole or in part, any or all proposals submitted, including but not limited to proposals that limit or modify any of the terms and or specifications set forth herein.
- H. Changes to Proposals** – No additions or changes to the original proposal will be allowed after the specified date and time for submission. While changes are not permitted, clarification at the request of PCA may be required at bidder's expense.
- I. Rejection for Default or Misrepresentation** – PCA reserves the right to reject the proposal of any bidder that is in default of any prior contract or for misrepresentation.
- J. Award Criteria** – Proposals will be evaluated on various criteria including but not limited to:
- Demonstrated professional skills and credentials of staff to be assigned to the project.
  - Proposal quality and references.
  - Ability to perform the work within the stated timeframe.
  - Overall cost and fees to be charged.
- Bidders may be selected for an interview to be held at PCA. Such action should not be construed to imply acceptance or rejection of any proposal. Bidder's primary contact will receive further instructions from PCA should an interview be required. PCA reserves the right to award this bid in whole or in part as may be in the best interest of PCA.
- K. Clerical Errors** – PCA reserves the right to correct inaccurate awards resulting from its clerical and administrative errors.
- L. CHRO Compliance** – Bidders shall complete the enclosed Bidder Contract Compliance Monitoring Report (JD-ES-113) and Federal Certification of Compliance (JD-ES-113F) and return with the proposal response.
- M. Non-Collusion** – The individual submitting the proposal affirms that the bidder has not prepared the proposal in collusion with any other bidder, and that the contents of the proposal as to prices, terms or conditions of the proposal have not been communicated by

the bidder nor by an employee, representative or agent of the bidder to any other person engaged in this type of business prior to the official opening of the proposal.

- N. **Presentation of Supporting Evidence** – If requested, bidder(s) must be prepared to present evidence of experience, ability, service facilities, and financial standing necessary to satisfactorily meet the requirements set forth in the RFP or those implied in the RFP.
- O. **Ownership of Bids** – Responses to this RFP are the sole property of PCA, and subject to the provisions of Chapter 14 of the Connecticut General Statutes relating to Freedom of Information.
- P. **Amendment or Cancellation of the RFP** – PCA reserves the right to amend, modify, cancel or otherwise change this RFP at any time if it deems it in the best interest of PCA to do so.
- Q. **Insurance** – An insurance certificate showing the following minimum requirements must be received by PCA prior to commencement of services.

- i. Workers' Compensation -Minimum Statutory Coverage
- ii. Automobile Liability -\$1,000,000.00 (where applicable)
- iii. General Liability -\$1,000,000.00
- iv. Professional Liability (Errors and Omissions) Insurance with limits not less than \$2,000,000/occurrence annually.

Bidder's insurance policy shall provide for cyber liability coverage sufficiently broad enough to respond to the duties and obligations in the Contract and shall include, but not limited to, network security and privacy, coverage for unauthorized access and use, failure of security, breach of confidential information, release of private information, information theft, damage to or destruction of electronic information, and alteration of electronic information. The policy shall provide for breach mitigation costs, monitoring expenses and regulatory coverage, including regulatory fines and penalties. Such insurance shall be maintained in force at all times during the term of the Contract and for a period of two years thereafter for services completed during the term of the Contract.

The required certificate of insurance shall also include a statement that PCA shall be notified 10 days in advance of any policy amendment, revocation, cancellation, non-renewal or material change in coverage.

Neither the bidder nor, to the extent of the policy limits, the bidder's insurer shall use the defense of sovereign immunity without the prior approval of PCA in any Claim involving PCA and the bidder. For purposes of this provision, "Claim" shall include all actions, suits, demands, investigations and proceedings of any kind, open, pending or threatened, whether matured, unmatured, contingent, known or unknown, at law or in equity, in any forum.

- R. **Ex Parte Contact Prohibited** – Except as provided herein relating to submission of written questions and any interview of selected bidders by PCA, any form of ex parte

contact regarding this RFP or any bid being prepared or considered under this RFP, whether directly or indirectly, is strictly prohibited. This includes, but is not limited to, any contact with elected or appointed state officials, state employees or Probate Court employees, seeking advice, assistance, information or support, at any time commencing with the issue date of this RFP and up to and including the date when actual notification of the results is given.

- S. **Contract** – PCA and the successful bidder will enter into a definitive contract in accordance with the Specifications and Terms and Conditions set out herein. The individual submitting the proposal affirms that he or she is authorized to execute a contract arising out of this RFP on behalf of the bidder.
- T. **Campaign Contribution Certification** – Notice is hereby given that the principal of the prospective state contractor submitting a proposal must submit therewith a signed certification that neither the contractor, nor any of its principals, has made any contributions to, or solicited any contributions on behalf of, any party committee, exploratory committee, candidate for state-wide office or for the General Assembly, or political committee authorized to make contributions to or expenditures to or for, the benefit of such candidates, in the previous four years, that were determined by the State Elections Enforcement Commission to be in violation of C.G.S. § 9-612(f)(2)(A) or (B) without mitigating circumstances having been found to exist concerning such violation. Such certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement.
- U. **Gift Certification** – Pursuant to C.G.S. § 4-252(e), notice is hereby given that the principal or key personnel of the person, firm or corporation submitting a proposal shall submit with said proposal a signed certification (1) 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 person, firm, corporation or principals and 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 requests for proposals for state contracts or the negotiation or award of state contracts, or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency; (2) that no such principals and key personnel of the person, firm or corporation, or agent of such person, firm or corporation or principals and key personnel, knows of any action by the person, firm or corporation to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the person, firm or corporation to provide a gift to any such public official or state employee; and (3) that the person, firm or corporation is submitting bids or proposals without fraud or collusion with any person. Such certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement.

- V. Consulting Agreement Representations** – Pursuant to C.G.S. § 4a-81(c), notice is hereby given that the successful bidder shall, at the time of execution of the contract awarded under this RFP, represent whether any consulting agreement had been entered into in connection with such contract. Such representation shall be sworn as true to the best knowledge and belief of the person signing the representation and shall be subject to the penalties of false statement. Further, such representation shall include the following information for each consulting agreement listed: The name of the consultant, the consultant's firm, the basic terms of the consulting agreement, a brief description of the services provided, and an indication as to whether the consultant is a former state employee or public official. If the consultant is a former state employee or public official, the representation shall indicate his or her former agency and the date such employment terminated.
- W. Certification regarding Iran investments for large state contracts** – Notice is hereby given that if the contract awarded under this RFP is a large state contract, then the successful bidder shall at the time of execution of the contract submit a written certification in accordance with C.G.S. § 4-252a. Such certification shall be sworn as true to the best knowledge and belief of the entity signing the certification, subject to the penalties of false statement.
- X. Bidder Representations** – Bidders must initial the following remarks, attach forms where required, and sign the bottom of this document in the space provided.
- (a) \_\_\_\_\_ I have read and understand the specifications and accept all RFP requirements, including, but not limited to the Standard Instructions to Bidders, Specifications and Terms and Conditions.
- (b) \_\_\_\_\_ I have enclosed all materials required under the RFP.
- (c) \_\_\_\_\_ I have enclosed the completed and signed Bidder Contract Compliance Monitoring Report (JD-ES-113) and Federal Certification of Compliance (JD-ES-113F).
- (d) \_\_\_\_\_ The RFP number, bidder name and address appear on the sealed envelope.
- (e) \_\_\_\_\_ Receipt of Addendum(s): (1) \_\_\_\_\_ (2) \_\_\_\_\_ (3) \_\_\_\_\_. (Check ctprobate.gov. All Addendums will be posted on the website.)

Company Name:	Telephone No:	F.E.I.N. No.
	Fax No.	
Business Address: Street/P.O. Box	City	State      Zip
Authorized Signature:	Title:	Date Signed:
Print Name:		

## **II. STANDARDS AND SPECIFICATIONS**

### **A. Project Goal**

### **B. General Information**

Connecticut has 54 Probate Courts and 6 Regional Children's Probate Courts each having its own unique employer identification number with a systemwide total of approximately 400 employees. PCA seeks the services of a qualified full-service payroll and benefits administration vendor to support all 60 courts and its employees.

Vendors may submit questions relating to this RFP and will receive questions and answers from other vendors by registering at [RFP@ctprobate.gov](mailto:RFP@ctprobate.gov). Answers will be provided within two business days and will be shared with all vendors that have registered at the email address above. The last day to submit questions is August 12, 2022 by 4:00 p.m.

PCA may choose to conduct interviews with vendors and view product demonstrations to clarify and evaluate proposals. Interviews may be conducted in person or by phone/webconference as agreed to by PCA and the selected vendor. If conducted in person, interviews will be held at PCA headquarters, located in West Hartford, Connecticut. Vendors will not be reimbursed for any costs incurred in traveling to or from PCA.

### **C. Scope of Work**

Each of the following questions must be answered. If a question does not apply, please respond with "Not Applicable".

1. Provide vendor contact information.
2. Provide the company website.
3. How many of the vendor's employees are physically located in Connecticut? \_\_\_\_\_  
In the northeast? \_\_\_\_\_
4. Who are your target customers?
6. Provide other company highlights.
7. Will a service representative be dedicated to PCA?
8. What is the service call response time?
9. In reference to upgrades, improvements, etc., what can we expect in the next year?  
Will it require system down-time? \_\_\_\_\_ If so, how long? \_\_\_\_\_
10. In reference to upgrades, improvements, etc., what can we expect in the next 3-5 years?

Will it require system down-time?                      If so, how long?

11. How many hours of training are needed to implement the system?
12. Describe the vendor's on-going training support?
13. How many hours of staff time are needed to implement the system conversion?
14. Approximately how long will the conversion from the current payroll system take?

In addition to the questions above, please indicate whether each of the items below is either (1) included in the cost; (2) included in the cost but configuration is necessary; or (3) system modification will be required. If a system modification would be required, also include the cost of modification.

ITEM	Included	Included but Configuration Needed	System Modification Needed	Modification Cost
<b>I. General Information</b>				
Software provides for multiple concurrent Administrative users.				
Ability to service and provide consolidated reporting for 60 individual employers (courts) with unique tax ID numbers and unemployment tax rates, totaling approximately 400 employees.				
Provide banking services that include automatic withdrawal of funds to cover payroll costs and tax submissions. Client will make one transfer for the total payroll costs at that pay period/quarterly/annual requirements.				
Software provides automated transaction processing on effective date and user rules.				
Software provides rules-based system logic.				
Software will support document scanning and/or PDF uploads to folders.				

ITEM	Included	Included but Configuration Needed	System Modification Needed	Modification Cost
Software workflow design will be event-triggered or date specific or rules based.				
<b>III. Security and Back-Up</b>				
The software will provide flexible user-defined security down to the field level, or at a minimum to the module and screen level.				
Software will have 10-year data retention that is transferable to the client if needed.				
Vendor will provide secure server storage for payroll application and data.				
Software will provide real time updating of data with audit trail.				
Software will provide validation edits for required input fields.				
Software will provide user-definable archive/purge capabilities.				
<b>IV. Technology</b>				
Provide information regarding your software's recommended or required platform.				
Provide information regarding your Internet Browser interface.				
Discuss remote access strategy which applies business and security rules to users.				
System will have the ability to upload data from Excel or CSV files.				
Software will provide real-time processing and reporting as well as batch (flexibility to have either process as requested by user).				

ITEM	Included	Included but Configuration Needed	System Modification Needed	Modification Cost
Software system will provide the ability for security administrators to see attempted breaches of security via report or online alert.				
The vendor will offer turnkey installation- software will be furnished and supported.				
Software will feature “drill down” in all modules.				
System and software will allow download and import capabilities to other systems such as third-party benefits vendors, Microsoft, Adobe, etc.				
<b>V. Modules to Include (<i>Must be fully integrated</i>)</b>				
Payroll				
Payroll tax filings- including documentation upload and payment submittal (all Federal and State of CT taxes).				
Ability to handle tax needs of Section 218 employee.				
Software will have many reports built into system and provide for additional easy report writing.				
Reports will include: EEO, Worker’s Comp, Training Administration, Position Control, Leave and Vacation tracking, etc.				
Software will include a Compensation module.				
Software will be set for payroll to run on bi-weekly basis.				
Modules will include Benefits Administration (COBRA, Retirement, others).				
Modules will include time off accruals for both year to year rollover as well as use it or lose it time.				

ITEM	Included	Included but Configuration Needed	System Modification Needed	Modification Cost
Modules will include a report writer (preferably one built into the system)				
Software system will provide the ability to run an employee inquiry search by SSN, ID number, location, division, department, etc.				
Software system will provide the ability to run deduction ceilings based on dollar amount, maximum limit, fixed percentages or effective dating with user-defined rules per employee.				
Software will allow the ability to deduct and send child support garnishments and/or other payroll deduction information to the appropriate agency.				
Software system will provide for retirement plan calculations by effective dates, special deferral before retirement, including minimum and maximum salary amounts.				
Software system will allow the ability to have deductions or pay increases automatically applied based on starting and ending dates rather than pay period.				
Software system will allow the ability to handle standard paid deductions with ceilings on retirement plans, catch -up contributions, Section 125 and other areas.				
Software will allow pre or post-tax wage earnings or deductions.				
Software system will allow automatic pay processing for selected employees of earning types.				

ITEM	Included	Included but Configuration Needed	System Modification Needed	Modification Cost
Software will be flexible enough to allow overrides on scheduled deductions, taxes, earnings at employee or pay group levels.				
<b>VI. Human Resources Management</b>				
Enable HR to generate multiple varied reports easily within the system and provide the ability to easily create custom reports using description fields and previews.				
Software will maintain data on employee status, such as re-hire, new hire and whether the position is a replacement or a newly created position.				
System will provide optional fields for future use.				
System will provide position control, position requisition tracking and job code tracking.				
System will provide applicant tracking, track applicants by job code, print batch reject letters, etc.				
System will support a merit increase program based on category of performance rating.				
System will provide CTFMLA leave eligibility and use tracking with related reporting; will have the ability to track intermittent leave as well as blocks of time.				
System will provide the ability to flag employees by leave type (i.e. unpaid time off, CTFMLA) for reporting and audit.				
System will provide EEO/AA information tracking and reporting.				

ITEM	Included	Included but Configuration Needed	System Modification Needed	Modification Cost
<b>VII. Compensation</b>				
System will provide the ability to implement a set percentage increase for all or groups of employees.				
System will provide the ability to track changes in job code and title, identify reasons for pay or hour increases or decreases.				
System will allow for additional (off-cycle) pay runs for terminated employees, etc.				
<b>VIII. Benefits Administration</b>				
System will support the following benefits 1. Medical Plan 2. Dental Plan 3. COBRA Administration 4. Health Care Spending Account 5. Dependent Care Spending Account 6. Qualified Transportation Account 7. Deferred Compensation 457 Plan 8. Short Term Disability Insurance 9. Long Term Disability Insurance 10. Paid time off (vacation, sick, personal, bereavement, jury)				
System will provide user-defined rules tables to establish plan parameters, eligible plan and particular rules.				

ITEM	Included	Included but Configuration Needed	System Modification Needed	Modification Cost
System will provide flexible reporting on all aspects of employee benefits and status; retirement, length of benefit/time used, reason, return to work dates, cause for separation, etc.				
System will provide leaving tracking, reporting by leave type.				
System will provide accrual balances on employee pay stub.				
System will provide worker's compensation tracking.				
System will provide the ability to track dependents and dependent coverage eligibility.				
System will provide the tools to facilitate bill reconciliation with the insurance carriers.				
System will generate annual 1095-C forms and W-2 with options for on-line employee access or mailing.				
System will provide the ability to electronically report eligibility to third party administrators and carriers.				
System will allow staff the ability to track and administer COBRA health benefits				
<b>IX. Self-Service Module</b>				
System will allow employees and managers to access certain information without approval from HR.				
System will allow managers to run departmental reports.				
System will allow employees to change their address, contact information, tax withholding, direct deposit, and other demographic information.				

ITEM	Included	Included but Configuration Needed	System Modification Needed	Modification Cost
The self-service module will be integrated into the HR/Payroll software.				
System will allow employees to access their W-2 information online.				
<b>X. Timekeeping</b>				
The system will be user-friendly and allow employees to easily track their work-time and off-time and allow managers to approve their timesheets easily.				
The system will be web-based and fully integrated into the HR/Payroll system.				
The system will have reporting capabilities that can be exported into Excel.				
The system should be able to support multiple flexible schedules and easily allow modifications to employee schedules, including various holiday schedules by court.				
System will allow users to enter time in advance.				
System will allow time tracked to the nearest quarter hour by duration, exception and actual time in/out.				
The system will allow timesheets to be printed for specified dates.				
The system will allow several levels of supervisors to access employee timesheets.				
<b>XI. Report Writer</b>				
The report writer will be a user intuitive tool with import/export capabilities to Excel, Word or PDF documents.				

ITEM	Included	Included but Configuration Needed	System Modification Needed	Modification Cost
The report writer will use description fields and allow previews of reports.				
The writer will allow staff the ability to run reports either online or in batch mode. Staff will be able to schedule batch reports based on date and time parameters.				
The report writer should be fully integrated into the HR/Payroll system.				
The writer will have a large number of standard reports (which are customizable) within the built-in report writer.				
The writer will have “ad-hoc” query capabilities by field, such as department, employee status, EEO code, or job title.				
The writer will allow for custom written report templates to be shared among users.				
<b>XII. Implementation</b>				
The vendor will assign an experienced Project Manager and consultants to the client.				
Transfer of knowledge to client throughout the process is a requirement of the vendor.				
Vendor will be experienced with completing data conversions from one payroll system to another.				
Vendor will provide training support (sessions and manuals) for both administration users as well as basic (timekeeping) users.				

### III. TERMS AND CONDITIONS

- A. **Acceptance** - The bidder agrees to and accepts the terms and conditions stated herein.
- B. **Payment Terms** - Payment for services provided to the Office of the Probate Court Administrator (“PCA”) are net 45 days upon receipt of invoice unless otherwise agreed to in writing by both parties.
- C. **Applicable Law** - The bidder shall comply with all federal, state and local laws, standards and regulations applicable to the services being provided under this RFP.
- D. **Hold Harmless** - The bidder shall defend and save PCA harmless against any actions or claims brought against it for losses, costs, or damages by reason of actual or alleged infringements of patents and/or copyright.
- E. **Default by the Bidder** - If the bidder defaults or otherwise fails to comply with any of the terms, conditions and provisions set forth in this RFP and any contract arising from it, PCA may elect to pursue any one or more of the following remedies in any combination or sequence:
- seek damages.
  - withhold or reduce payments.
  - suspend services.
  - require that unexpended funds be returned to PCA.
  - require the bidder to correct or cure such default to the satisfaction of PCA.
  - terminate the contract.
  - take such other action as deemed appropriate and in the best interests of PCA, along with other remedies provided by law, including but not limited to procuring the services from other source(s) and charging the bidder for any excess costs incurred or damages occasioned thereby.
- F. **Controversies or Claims** - Any controversy or claim arising out of this RFP and any contract arising from it, shall be construed and interpreted in accordance with applicable State of Connecticut and federal law. This provision shall not be deemed to constitute a waiver of sovereign immunity. The bidder shall notify PCA of any claim or controversy brought against it by any person or entity in connection with this RFP and any contract arising from it.
- G. **Warranty** - The bidder agrees that all services provided hereafter will conform to specifications, drawings, samples, or other descriptions furnished or adopted by PCA, and that such services will be fit and sufficient for the purposes intended, of merchantable and good quality and workmanship, and free from defect, liens, and encumbrances.
- H. **Final Inspection** - PCA reserves the right to inspect, monitor or otherwise evaluate the work that will be performed in connection with this RFP and any contract arising from it. PCA reserves the right to reject services that are not provided in compliance with the terms, conditions and specifications of the RFP and contract.

- I. **Ownership Rights** - All material received in response to this RFP shall become the property of PCA and will not be returned to the bidder. Upon contract award, PCA reserves the right to use any information presented in any proposal.
- J. **Delay** - If services are not provided within the time specified or within a reasonable time if no time is specified, PCA may exercise its options as outlined in Paragraph E herein.
- K. **Contingencies** - Neither party hereto shall be liable to the other for default or delay in delivering or accepting services hereunder if such default or delay is caused by fire, strike, riot, war, Acts of God, delay of carriers, governmental order or regulation or other contingency beyond the reasonable control of the respective parties. The bidder shall give notice to PCA of any such unavoidable delays or defaults.
- L. **Non-Waiver** - Failure of PCA to insist upon strict performance of any terms and conditions herein shall not be deemed a waiver of any rights or remedies that PCA may have, nor deemed a waiver of any rights or remedies PCA may have for any subsequent default.
- M. **Equal Opportunity** - PCA is an Equal Opportunity employer and purchaser. No employee or applicant for employment or vendor will be discriminated against because of race, color, religious creed, marital status, national origin, ancestry, sex, sexual orientation, age, present or past history of mental disorder, developmental or physical disability, including but not limited to blindness or veteran's status.
- N. **Civil Rights Agreement** - The bidder agrees that it will comply with the nondiscrimination and affirmative action requirements set forth in § 4a-60 of the Connecticut General Statutes, as amended from time to time.
- O. **Non-discrimination Regarding Sexual Orientation** - The bidder agrees that it will comply with nondiscrimination on the basis of sexual orientation requirements set forth in § 4a-60a of the Connecticut General Statutes, as amended from time to time.
- P. **Americans With Disabilities Act of 1990** - This clause applies to those bidders that are or will come to be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 (43 USCS §§ 12101-12189 and §§ 12201-12213) (Supp. 1993); 47 USCS §§ 225.611 (Supp. 1993). In connection with this RFP and during the term of any contract arising from it, the bidder represents that it is familiar with the terms of this Act and that it is in compliance with the law. The bidder warrants that it will hold the state harmless from any liability that may be imposed upon the state as a result of any failure of the bidder to be in compliance with this Act.

Where applicable, the bidder agrees to abide by the provisions of section 504 of the federal Rehabilitation Act of 1973, as amended, 29 USC § 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.

- Q. **Security Protocols** - (a) In accordance with § 4e-70 of the Connecticut General Statutes, the bidder shall have in place safeguards consistent with and in compliance with the

safeguards for protecting Confidential Information (as defined in § 4e-70), as set forth in applicable federal and state laws, which include:

- (1) protection, at its own expense, of all Confidential Information it has or controls, wherever and however stored or maintained, from a Confidential Information Breach (as defined in § 4e-70);
- (2) implementation and maintenance of a comprehensive data security program to protect the confidentiality of all Confidential Information obtained in the performance of any contract arising out of this RFP;
- (3) maintenance of all Confidential Information obtained from PCA (A) in a secure server; (B) on secure drives; (C) behind firewall protections and monitored by intrusion detection software; (D) in a manner where access is restricted to authorized employees and agents; and (E) as otherwise required under state and federal law; and
- (4) indemnification of the Probate Courts, the Probate Court Administrator and the State of Connecticut and their officers, employees and agents for any and all claims and expenses, including but not limited to, the cost of legal counsel, whether or not a claim is successful: (A) resulting from any improper access, disclosure or use of any information, files, data or materials obtained in the performance of any contract arising out of this RFP; or (B) occasioned by the loss, destruction or erasure of any information, files, data, records, materials, computers or other systems under this section.

- R. **Investigation and Notification of Data Breaches** - The bidder shall implement and maintain security and breach investigation procedures in accordance with § 4e-70 of the Connecticut General Statutes.
- S. **Governing Law** - This RFP and any resulting contract shall be governed by and construed in accordance with the laws of the State of Connecticut.
- T. **Cancellation** - PCA may cancel any contract arising under this RFP upon 30 days written notice to the bidder. In the event of cancellation, all monies due shall be prorated against the value of services accepted by PCA. Notwithstanding the foregoing, cancellation due to the bidder's breach is governed by Paragraph E and the contract.
- U. **Amendments** - Any changes to the bid specifications will be made in the form of written amendments issued by PCA. Verbal instructions are to be disregarded unless these same instructions are documented in the form of a written amendment issued in accordance with this section.
- V. **No Joint Venture** - Nothing contained herein shall be construed as creating a joint venture, partnership or employment relationship among the parties hereto, nor shall any party have the right, power or authority to create any obligation or duty, express or implied, on behalf of any other party.

- W. Indemnification and Hold Harmless** - The bidder hereby agrees to indemnify and hold PCA, its agents, employees, public officials and representatives harmless from any and all claims, causes of action, demands for damages, or liabilities of any kind, including the reasonable costs to defend such action regardless of whether such action is successful or not, brought by any person or entity whatsoever, arising from any act, error or omission of the bidder (including by reason of actual or alleged infringements of patents or copyrights) and or its employees during or resulting from bidder's activities (including those of its subcontractors) hereunder.
- X. Subcontractors** - The bidder shall not subcontract for any of the services required hereunder without prior written approval from PCA. Subcontractors shall be bound by all the terms and conditions hereunder, and shall not relieve the prime bidder(s) of its responsibilities hereunder. PCA reserves the right to approve or reject any and all subcontractor and/or subcontractor agreements.
- Y. Confidentiality of Records and Computer Files** - The bidder agrees on behalf of the bidder and the bidder's principals, employees, agents, heirs, successors, and assigns that (1) they may access only such PCA and Probate Court data, documents, books, volumes, files, records, computers, or other systems, as specifically set forth in this RFP, and as are necessary for the performance of the bidder's duties hereunder, and, (2) they may not disclose, advertise, advertise for sale, sell, or rent, in any form or use any information obtained or created from, or by the work performed, pursuant to this RFP and any contract arising from it. The bidder shall take such reasonable actions as are necessary to protect the confidentiality of PCA and Probate Court records and computer files including, at a minimum, obtaining a written confidentiality agreement from each person assigned to work on the bidder's behalf hereunder, of the prohibition against access, use, or disclose of information not specifically authorized by such contract. Any claim, harm or alleged harm, injury or alleged injury, resulting from the unauthorized use or unauthorized disclosure of such information obtained by the bidder and/or the bidder's principals, employees, agents, heirs, successors, and assigns from work performed hereunder, shall subject the bidder to the indemnification provisions stated herein, in addition to all other rights and remedies available to PCA pursuant to law.
- Z. Financial Instability** - PCA may terminate any contract arising from this RFP, without termination costs if the bidder becomes financially unstable, thereby threatening the ability of PCA to obtain the services provided for under such contract. PCA shall give 30 days prior written notice to the bidder of the intent to terminate such contract.
- AA. Record Keeping and Access** - The bidder shall maintain books, records, documents, programs and individual service records and other evidence of its accounting and billing procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature incurred in the performance of any contract arising from this RFP. These records shall be subject at all reasonable times to monitoring, inspection, review or audit by authorized employees or agents of the state or applicable federal agencies. The bidder shall retain all such books, records, other financial and program and individual service documents concerning such contract for a period of 3 years after each completed audit.

- AB. Employee Status** - Pursuant to the requirements of § 1-84(i) of the Connecticut General Statutes, the bidder represents that its owners, members, directors, officers, shareholders or employees, or any member of its owners', members', directors', officers', shareholders' or employees' immediate family, are not public officials or state employees as defined in § 1-79 of the Connecticut General Statutes.
- AC. Recording of Private Telephonic Communication** - The bidder certifies that it will comply with § 52-570d of the Connecticut General Statutes in connection with recording of telephone communications.
- AD. Criminal Investigations** - Subject to constitutional limitations, it will be a requirement of any contract arising out of this RFP that the contractor, its officers, directors, principals, agents, employees and representatives and any subcontractors and such subcontracting officers, directors, agents, employees and representatives, cooperate to the fullest extent possible with any and all investigations being conducted by federal, state and/or local law enforcement officials and/or PCA.

## REFERENCE SHEET

**List three (3) references where services similar to those specified herein have been performed in the past twelve (12) months. Include current or previous relationships with municipal or state agencies.**

1. Client name \_\_\_\_\_

Address \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone # \_\_\_\_\_

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

2. Client name \_\_\_\_\_

Address \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone # \_\_\_\_\_

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

3. Client name \_\_\_\_\_

Address \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone # \_\_\_\_\_

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

**COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES  
CONTRACT COMPLIANCE REGULATIONS  
NOTIFICATION TO BIDDERS**

(Revised 09/3/15)

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to "aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials." "Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: "(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n." "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . ." An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The Judicial Branch will consider the following factors when reviewing the bidder's qualifications under the contract compliance requirements:

- (a) the bidder's success in implementing an affirmative action plan;
- (b) the bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder's promise to develop and implement a successful affirmative action plan;
- (d) the bidder's submission of employment statistics contained in the "Employment Information Form", indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder's promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

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**INSTRUCTIONS AND OTHER INFORMATION**

The following BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder's good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

**1) Definition of Small Contractor**

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.

**MANAGEMENT:** Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

**BUSINESS AND FINANCIAL OPERATIONS:** These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

**MARKETING AND SALES:** Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.

**LEGAL OCCUPATIONS:** In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.

**COMPUTER SPECIALISTS:** Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists.

**ARCHITECTURE AND ENGINEERING:** Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

**OFFICE AND ADMINISTRATIVE SUPPORT:** All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).

**BUILDING AND GROUNDS CLEANING AND MAINTENANCE:** This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

**CONSTRUCTION AND EXTRACTION:** This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category.

**INSTALLATION, MAINTENANCE AND REPAIR:** Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

**MATERIAL MOVING WORKERS:** The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

**PRODUCTION WORKERS:** The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.

## 3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information) JD-ES-113 (Page 3)

<p><u>White</u> (not of Hispanic Origin)-All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</p> <p><u>Black</u> (not of Hispanic Origin)-All persons having origins in any of the Black racial groups of Africa.</p> <p><u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</p>	<p><u>Asian or Pacific Islander</u>- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.</p> <p><u>American Indian or Alaskan Native</u>- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.</p>
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## BIDDER CONTRACT COMPLIANCE MONITORING REPORT

### PART I – Bidder Information

<p>Company Name:</p> <p>Street Address:</p> <p>City &amp; State:</p> <p>Chief Executive:</p>	<p>Bidder Federal Employer Identification Number:</p> <p>Or</p> <p>Social Security Number:</p>
<p>Major Business Activity: (brief description)</p>	<p>Bidder Identification (response optional/definitions on page 1)</p> <p>-Bidder is a small contractor? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>-Bidder is a minority business enterprise? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(If yes, check ownership category)</p> <p>Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian American <input type="checkbox"/></p> <p>American Indian/Alaskan Native <input type="checkbox"/> Iberian Peninsula <input type="checkbox"/></p> <p>Individual(s) with a Physical Disability <input type="checkbox"/> Female <input type="checkbox"/></p> <p>-Bidder is certified as above by State of CT? Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>Bidder Parent Company: (If any)</p>	
<p>Other Locations in CT: (If any)</p>	

### PART II - Bidder Nondiscrimination Policies and Procedures

<p>1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 &amp; 4a-60a Conn. Gen. Stat.? Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes <input type="checkbox"/> .....No <input type="checkbox"/></p>	<p>9. Does your company have a mandatory retirement age for all employees? Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/></p>
<p>5. Do you notify the CT. State Employment Service of all employment openings with your company? Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the CT. Dept. of Labor? Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/></p>
<p>6. Does your company have a collective bargaining agreement with workers? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the State of CT? Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>12. Does your company have a written affirmative action Plan? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If no, please explain.</p>
	<p>13. Is there a person in your company who is responsible for equal employment opportunity? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, give name and phone number:</p>

1. Will the work of this contract include subcontractors or suppliers? Yes ☐ No ☐

1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above?  
Yes ☐ No ☐

## PART IV - Bidder Employment Information

Date:

JOB CATEGORY *	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Management											
Business & Financial Ops											
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Building/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation , Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

\*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination
SOURCE	YES (Check Box)	NO (Check Box)	% of applicants provided by source			
State Employment Service	<input type="checkbox"/>	<input type="checkbox"/>			Work Experience	
Private Employment Agencies	<input type="checkbox"/>	<input type="checkbox"/>			Ability to Speak or Write English	
Schools and Colleges	<input type="checkbox"/>	<input type="checkbox"/>			Written Tests	
Newspaper Advertisement	<input type="checkbox"/>	<input type="checkbox"/>			High School Diploma	
Walk Ins	<input type="checkbox"/>	<input type="checkbox"/>			College Degree	
Present Employees	<input type="checkbox"/>	<input type="checkbox"/>			Union Membership	
Labor Organizations	<input type="checkbox"/>	<input type="checkbox"/>			Personal Recommendation	
Minority/Community Organizations	<input type="checkbox"/>	<input type="checkbox"/>			Height or Weight	
Others (please identify)	<input type="checkbox"/>	<input type="checkbox"/>			Car Ownership	
	<input type="checkbox"/>	<input type="checkbox"/>			Arrest Record	
	<input type="checkbox"/>	<input type="checkbox"/>			Wage Garnishments	

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature)	(Title)	(Date Signed)	(Telephone)
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**CERTIFICATION OF COMPLIANCE WITH  
STATUTES, REGULATIONS AND ASSURANCES  
OFFICE FOR CIVIL RIGHTS, OFFICE OF JUSTICE PROGRAMS  
FOR CONTRACTS WITH THE STATE OF CONNECTICUT JUDICIAL BRANCH**

JD-ES-113F Rev. 5-19

28 C.F.R. §§ 42.204 (c), 42.207 and 42.301 et seq.

STATE OF CONNECTICUT  
**SUPERIOR COURT**  
[www.jud.ct.gov](http://www.jud.ct.gov)



**Instructions:**

1. Read the form completely and complete the identifying information requested below.
2. Under Section I, identify the person responsible for reporting civil rights findings.
3. Under Section II, check the box that applies to indicate which document(s) will be submitted electronically to the Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ).
4. Have your Authorized Official sign at the bottom of page 2, forward a copy to the person you identified under Section I, and return the original to the State of Connecticut Judicial Branch within 45 days of the contract beginning date.

Bid number	Subject of proposed contract	Federal I.D. or Social Security
Organization name (Funded entity: Nonprofit, profit or public agency)		
Organization address		
Name of project director		Telephone number

**Section I - Authorized Official's Certification**

**Authorized Official's Certification:**

**As the Authorized Official for the above organization, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification.**

**Requirements of Contract Recipients:**

*All contract recipients (regardless of the type of entity) are subject to prohibitions against discrimination in any program or activity and must take reasonable steps to provide meaningful access for persons with limited English proficiency.*

1. I certify that this organization will maintain data (and submit when required) to ensure that: our services are delivered in an equitable manner to all segments of the service population; our employment practices comply with Equal Opportunity Requirement, (28 C.F.R. §§ 42.207 and 42.301 et seq.); and our projects and activities comply, and all its contractors will comply, with the non-discrimination requirements of Section 809 (c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, (34 U.S.C. § 10228 (c)); the Victims of Crime Act of 1984 (as appropriate), (34 U.S.C. § 20110 (e)); the grant condition set out at Section 40002 (b) (13) in the Violence Against Women Act of 1994, as amended, (34 U.S.C. § 12291 (b) (13)); Title VI of the Civil Rights Act of 1964, as amended, (42 U.S.C. § 2000d); Section 504 of the Rehabilitation Act of 1973, as amended, (29 U.S.C. § 794); Subtitle A, Title II of the Americans with Disabilities Act of 1990 (ADA), (42 U.S.C. § 12132); Title IX of the Education Amendments of 1972, (20 U.S.C. § 1681), (28 C.F.R. pt. 54); the Age Discrimination Act of 1975, (42 U.S.C. § 6102); Department of Justice Non-Discrimination Regulations, (28 C.F.R. pt. 42, Subparts C, D, E, G, and I); Department of Justice regulations on disability discrimination, (28 C.F.R. pt. 35); and Executive Orders 13279 and 13559, and the Department of Justice's implementing regulations, (28 C.F.R. pt. 38); and Section 299A (b) of the Juvenile Justice and Delinquency Prevention Act of 2002, (34 U.S.C. § 11182 (b)). Our projects and activities provide meaningful access for people with limited English proficiency as required by Title VI of the Civil Rights Act of 1964, as amended, (42 U.S.C. § 2000d). (See also, 2000 Executive Order 13166).
2. I also certify that the person in this organization who is responsible for **reporting civil rights findings of discrimination issued on the grounds of race, color, national origin, sex, and religion, after a due process hearing in a state or federal court or administrative agency**; see 28 C.F.R. § 42.204 (c); will submit these findings, if any, to the State of Connecticut, Judicial Branch, within 45 days of the finding, and/or if the finding occurred prior to the contract beginning date, within 45 days of the contract beginning date. A copy of this Certification will be provided to this person, as identified here:

Name of person responsible for reporting	Telephone number
Address	

**ADA NOTICE**

The Judicial Branch of the State of Connecticut complies with the Americans with Disabilities Act (ADA). If you need a reasonable accommodation in accordance with the ADA, contact a court clerk or an ADA contact person listed at [www.jud.ct.gov/ADA](http://www.jud.ct.gov/ADA).

Continued on reverse/page 2

(Page 1 of 2)

## Section II - Equal Employment Opportunity (EEO) Certifications

All subgrantees that receive a single grant award of at least \$25,000, have fifty (50) or more employees, and are a for-profit or governmental organization are required to complete and submit an EEO Certification Form and an EEO Utilization Report to the Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ).

If you are required to submit an EEO Certification Form and an EEO Utilization Report, complete and submit the documents electronically through the EEO Program Reporting Tool available at <https://ocr-eeop.ncjrs.gov>.

To determine EEO requirements, please refer to the table provided below.

If \ Then	Does the recipient need to submit an EEO Certification Form to OCR?	Does the recipient need to develop an EEO plan?	Must the recipient submit an EEO Utilization Report to OCR?
Recipient is a Medical or Educational Institution, Indian Tribe, or Nonprofit	YES	NO	NO
Largest individual grant received is less than \$25,000	YES	NO	NO
Recipient has less than 50 employees	YES	NO	NO
None of the above	YES	YES	YES
Prepare and submit EEO Certification Form and EEO Utilization Report at <a href="https://ocr-eeop.ncjrs.gov">https://ocr-eeop.ncjrs.gov</a>			

I hereby certify that this funded entity will electronically submit the following to the OCR within sixty (60) days of the contract beginning date (Check the box that applies):

- ☐ EEO Certification Form and EEO Utilization Report
- ☐ EEO Certification Form only (if claiming exemption from EEO requirements)

Signed (Authorized Official) ▶	Type or print name of person signing	Date signed
Title of signer		