

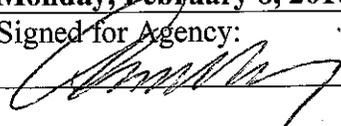


OFFICE OF THE PROBATE COURT ADMINISTRATOR
 186 NEWINGTON ROAD
 WEST HARTFORD, CT 06110
 (860) 231-2442 FAX: (860) 231-1055

REQUEST FOR PROPOSAL

The State of Connecticut Office of the Probate Court Administrator (hereinafter “PCA”), is seeking written proposals for a web-based front-end portal to process court-appointed attorney and conservator accounts payable invoices.

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

Issued by (Agency): Office of the Probate Court Administrator	Return Bid Attention of: Financial Services Dept	Bid Number: PA16-01
Agency Address & Telephone: 186 Newington Road, West Hartford CT 06110 – (860) 231-2442		Date Issued: 01/11/2016
Deadline for submission of written questions: [See Sec. II (Q)] Tuesday, February 2, 2016 at 4:00 p.m.		
Deadline for submission of bids: [See Sec III (R)] Friday, February 5, 2016 at 4:00 p.m.		
Bid Opening – Date and Time: Monday, February 8, 2016 at 10:00 a.m.		
Signed for Agency: 	Title: Director of Financial Services	

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

- I. General Information – Scope of Work, Including Attachment A
- II. Submission Requirements
- III. Standard Instructions to Bidders
- IV. Terms and Conditions
- Bidder Contract Compliance Monitoring Report (JD-ES-113)

Company Name _____
An Equal Opportunity/Affirmative Action Employer

I. GENERAL INFORMATION – SCOPE OF WORK

The State of Connecticut, Office of the Probate Court Administrator (PCA), Financial Services Department is soliciting written proposals for a web-based system for submission and processing of invoices for services rendered by court-appointed attorneys and conservators. The approximate annual volume of invoices is 13,000 for attorneys and 12,000 for conservators. Invoices are submitted to 60 different court locations and reviewed by both the appointing court and PCA.

The major business and technology goals of this project are as follows:

- Implement a Software as a Service (SaaS) solution using state-of-the-art web technology to provide online submission of invoices, in-house control over invoice processing and outsourced service for all aspects of system development, hosting, support and maintenance.
- Maximize efficiency in the invoice submission and review process by eliminating the preparation, mailing and storage of paper documents, eliminating redundant data entry and automating review for compliance with billing rules.
- The proposed solution should include the following key requirements:
 - Provide an internet-based front-end portal with a SQL server back-end
 - Permit attorneys and conservators to input invoice data, including narrative descriptions of services performed, via an easy to use online system (see Attachment A for current invoice format)
 - Route invoices through workflow to include review, approval and certification by the appointing court, and further review and approval by PCA. See Attachment B for certification by judge and Attachment C for current work flow.
 - Ability to generate an XML file for upload to the State of Connecticut Core-CT Accounts Payable module.
 - Validate compliance with billing rules (hourly rates, per-case maximums and requirements for timeliness of invoices)
 - Send electronic notification to attorney or conservator for any invoice adjustments by the appointing court or PCA
 - Enable attorneys and conservators to review payment status online
 - Store electronic records in accordance with established retention periods
 - Generate reports at the individual court level and centrally at PCA
 - Provide a user manual, quick reference guide, help articles and other training materials for use by PCA staff in conducting training on the system
- The key requirements for ongoing system hosting, support and maintenance by the vendor are as follows:
 - Host the system on a secure server
 - Support login creation and password resets
 - Provide help desk support for users
 - Provide a link from the PCA website to the hosted website with secure connections
 - Back up system data
 - Establish disaster recovery procedures
 - Provide software updates and other routine maintenance

II. SUBMISSION REQUIREMENTS

An original and six (6) copies of submissions must be delivered to the Office of the Probate Court Administrator, Financial Services Department, 186 Newington Road, West Hartford, Connecticut, 06110. The original must be identified as such.

For consistency and efficiency in the evaluation of responses, proposals submitted should be in the following order:

- A. **RFP** – completed and signed.
- B. **Agents and Address** - List the address, telephone and FAX numbers of the office from which the services are to be provided, and designate the person to serve as project manager during the development, testing and implementation phases. Resumes summarizing the qualifications and experience of the individuals who will assist with system design and implementation must be provided.
- C. **Statement of Methods and Procedures** - Provide a statement describing the Scope of Work as you understand it, and describe the approach, means, methods and procedures to be employed to develop, test, pilot and implement the system. Explain methods and procedures for ongoing system support. Incorporate the following key criteria defined below in the statement describing Scope of Work:
 - *Information Analysis* - How comprehensive and robust is the proposed solution from an overall information access and delivery perspective? A bidder's response should take into account such things as:
 - utilization of the internet
 - design of the technical architecture
 - user friendliness, including a library of help articles
 - internal controls and system checks
 - reporting tools
 - how data consistency is maintained across the courts.
 - *System Availability and Performance* – How reliable is the system in terms of 24/7 access with uninterrupted service? A bidder's response should address planned and unplanned maintenance routines, as well as scheduled and unscheduled downtime based on past, present and future product visions.
 - *Customer Service* - What is the bidder's track record in partnering with other public sector clients with work of a similar nature? What has been the experience of other clients with the customer service provided by the bidder during and after implementation?
- D. **Work Schedule** - Provide a timeline indicating tasks required and the start/completion dates for each. It is expected the work will commence as soon as possible after April 1, 2016 and will include a design phase, testing, pilot and implementation. Implementation shall be completed no later than March 31, 2017.

E. Fee Proposal – Bidders shall submit a fee proposal for:

- 1) Development and testing of the online portal,
- 2) Pilot and re-design as applicable, and
- 3) Annual operating and maintenance costs.

The fee proposal for 1) and 2) above may be a fixed fee or other arrangement, provided however, that any arrangement other than fixed fee shall include a not to exceed amount. In addition, the fee proposal shall include a rate schedule for computing any extra work not specified in the contracted Scope of Work, including hourly rates for all positions plus unit costs for incidental expenses. The fee proposal for 3) above may be a fixed fee or other arrangement. If other than a fixed fee, a detail rate schedule shall be submitted to include per unit cost and total estimated annual cost. If a per unit cost is proposed, the following guidelines should be used:

- Submission, review and approval of invoices at 60 Probate Court locations
- 25,000 invoice transactions currently processed annually. If rate schedule is based on transaction volume, the cost impact, if any, of processing at reduced volumes of 5,000 and 10,000 should also be provided.

F. References and Qualification - All proposals should include names, addresses, telephone numbers, and contact persons at three (3) other public jurisdictions for which comparable services have recently been rendered. A copy of the most recent Service Organization Controls (SOC) 1 report should be provided as prescribed by the Statement on Standards for Attestation Engagements (SSAE) No. 16, Reporting on Controls at a Service Organization, if available.

G. Bidder Contract Compliance Monitoring Report (JD-ES-113).

III. STANDARD INSTRUCTIONS TO BIDDERS

All Requests for Proposal issued by the Office of the Probate Court Administrator, (hereinafter "PCA"), will bind bidders to the Standard Instructions listed below, unless specified otherwise in any individual RFP.

- A. **Sealed Proposals** – Written proposals must be received in sealed envelopes. Telephone or facsimile proposals will not be considered. Reply envelope shall show the bidder name and RFP number.
- B. **Authorized Signature** – Written proposals must be signed by a company officer or representative authorized to make contractual commitments.
- C. **Late Bids** – 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.
- D. **Fee** – Bidders shall submit a fee proposal as outlined in Section II - Submission Requirements.
- E. **Taxes** - The State of Connecticut is exempt from the payment of Federal Excise Taxes and the Connecticut Sales Tax, therefore bids should not include such taxes.
- F. **Bid Offer Firm** – Responses to this RFP, including quoted prices, must remain firm for a period of two years from the published date for submission of bids. PCA shall not be liable for any costs incurred by the bidder in the preparation of this bid.
- G. **Rejection of Qualified Bids** – PCA reserves the right to reject in whole or in part, any or all bids submitted, including but not limited to bids that limit or modify any of the terms and or specifications set forth herein.
- H. **Changes to Bid** – 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 bid 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:
 - Approach to the development of the online system and satisfaction of requirements.
 - Demonstrated professional skills and credentials of staff to be assigned to the project.
 - Proposal quality and references.
 - Demonstrated understanding of court practices and procedures.
 - 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. Upon notification of the award, the successful bidder and PCA will execute a contract in conformance with this RFP.

- 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 return with the bid response.
- M. Collusion** – In submitting a bid, the bidder implicitly states that the bid is not made in connection with any competing bidder submitting a separate response to the bid and is in all respects fair and without collusion or fraud.
- 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 bid or those implied in the bid.
- 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 (Re: Freedom of Information).
- P. Insurance** – An insurance certificate showing the following minimum requirements must be received by PCA prior to commencement of services.
 - i. Worker's Compensation -CT Statutory Coverage required
 - ii. Automobile liability -\$1,000,000.00 (where applicable)
 - iii. General Liability -\$1,000,000.00
 - iv. Professional Liability -\$1,000,000.00 (where applicable)
- Q. Deadline to Submit Written Questions:** Bidders may submit written questions seeking clarification of this RFP until 4:00 p.m. on Tuesday, February 2, 2016. Written questions may be submitted to Andrea King by fax, (860) 231-1055, or e-mail (aking@ctprobate.gov), by the above time and date. Questions received after the deadline may, or may not, be answered in the discretion of PCA.
- R. Bid Submission Deadline** - Sealed bids must be received no later than 4:00 p.m. on Friday, February 5, 2016. No extensions will be granted. Bids received after that deadline will be rejected. Bids must be addressed and delivered to:

Office of the Probate Court Administrator
Financial Services Department
186 Newington Road
West Hartford, CT 06110

Note: PCA assumes no responsibility for untimely or improperly delivered parcels or U.S. Mail. Bids received after the deadline stated above will not be accepted.

- S. **Ex Parte Contact Prohibited** – Except as provided under paragraph Q, above, any form of ex parte contact regarding this RFP or any bid being prepared or considered under this RFP, whether directly or indirectly, is hereby 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.

- T. **Gift, Campaign Contribution & Nondiscrimination Certifications** - The successful bidder shall, at the time of execution of the contract, submit a completed Gift and Campaign Contribution Certification, (OPM Ethics Form 1), and a completed Nondiscrimination Certification, (OPM Forms A through E, as applicable).

- U. **Bidder Representations** - Bidders must initial the following remarks, attach forms where required, and sign the bottom of this offer in the space provided.
 - (a) _____ I have read and understand the specifications and accept all RFP requirements, including, but not limited to the General Information – Scope of Work, Submission Requirements, Standard Instructions to Bidders, 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).
 - (d) _____ The bidder name and bid number appears on the sealed envelope.

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:		

IV. 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. **Tax Exempt** - PCA is exempt from Connecticut Sales Tax under C.G.S. Sec. 12-412, Federal Excise Taxes, and the provisions of the Federal Robinson-Patman Act.
- D. **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.
- E. **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 letter of patent.
- F. **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 another source(s) and charging the Bidder for any excess costs incurred or damages occasioned thereby.
- G. **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.
- H. **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.
- I. **Final Inspection** – All services provided hereunder shall be subject to final inspection by PCA before acceptance thereof. PCA reserves the right to reject services that are not provided in compliance with these terms, conditions and specifications.

- J. Ownership Rights** - All material received in response to this RFP shall become the property of PCA and will not be returned to the vendor. Upon Contract award, PCA reserves the right to use any information presented in any Proposal.
- K. 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 F herein.
- L. 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.
- M. 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.
- N. 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.
- O. Civil Rights Agreement** - (a)(1) The Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved; (2) The Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) The Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The Contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; and (5) The Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to

pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and section 46a-56.

(b) If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(c) (1) Any contractor who has one or more contracts with PCA that is valued at less than fifty thousand dollars for each year of the contract shall provide PCA with a written or electronic representation that complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section, provided if there is any change in such representation, the Contractor shall provide the updated representation to PCA not later than thirty days after such change.

(2) Any contractor who has one or more contracts with PCA that is valued at fifty thousand dollars or more for any year of the contract shall provide PCA with any one of the following:

(A) Documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such Contractor that complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section;

(B) Documentation in the form of a company or corporate policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of such Contractor if (i) the prior resolution is certified by a duly authorized corporate officer of such Contractor to be in effect on the date the documentation is submitted, and (ii) the head of the agency of the state or such political subdivision, or a designee, certifies that the prior resolution complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section; or

(C) Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson or other corporate officer duly authorized to adopt company or corporate policy that certifies that the company or corporate policy of the Contractor complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section and is in effect on the date the affidavit is signed.

(3) PCA is prohibited from awarding a contract to a contractor who has not provided the representation or documentation required under subdivisions (1) and (2) of this subsection, as applicable. After the initial submission of such representation or documentation, the Contractor shall not be required to resubmit such representation or documentation unless there is a change in the information contained in such representation or documentation. If there is any change in the information contained in the most recently filed representation or updated documentation, the Contractor shall submit an updated representation or documentation, as applicable, either (A) not later than thirty days after the effective date of such change, or (B) upon the execution of a new contract with PCA, whichever is earlier. Such Contractor shall also certify, in accordance with subparagraph (B) or (C) of subdivision (2) of this subsection, to PCA,

not later than fourteen days after the twelve-month anniversary of the most recently filed representation, documentation or updated representation or documentation, that the representation on file with PCA is current and accurate.

(d) For the purposes of this section, “contract” includes any extension or modification of the contract, “Contractor” includes any successors or assigns of the Contractor, “marital status” means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and “mental disability” means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association’s “Diagnostic and Statistical Manual of Mental Disorders”, or a record of or regarding a person as having one or more such disorders. For the purposes of this section, “contract” does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in section 1-120, (3) any other state, as defined in section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in paragraphs (1), (2), (3), (4) or (5) of this subsection.

(e) For the purposes of this section, “minority business enterprise” means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the 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; and “good faith” means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. “Good faith efforts” shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

(f) Determination of the Contractor’s good faith efforts shall include but shall not be limited to the following factors: The Contractor’s employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(g) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

(h) The Contractor shall include the provisions of subsections (a) and (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

P. Non-discrimination Regarding Sexual Orientation - (a) (1) The Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in

any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) The Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) The Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and (4) The Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this section and section 46a-56.

(b) (1) Any Contractor who has one or more contracts with PCA that is valued at less than fifty thousand dollars for each year of the contract shall provide PCA with a written representation that complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section.

(2) Any Contractor who has one or more contracts with PCA that is valued at fifty thousand dollars or more for any year of the contract shall provide PCA with any of the following:

(A) Documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such Contractor that complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section;

(B) Documentation in the form of a company or corporate policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of such Contractor if (i) the prior resolution is certified by a duly authorized corporate officer of such Contractor to be in effect on the date the documentation is submitted, and (ii) the Probate Court Administrator, or a designee, certifies that the prior resolution complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section; or

(C) Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson or other corporate officer duly authorized to adopt company or corporate policy that certifies that the company or corporate policy of the Contractor complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section and is in effect on the date the affidavit is signed.

(3) PCA is prohibited from awarding a contract to a contractor who has not provided the representation or documentation required under subdivisions (1) and (2) of this subsection, as applicable. After the initial submission of such representation or documentation, the contractor shall not be required to resubmit such representation or

documentation unless there is a change in the information contained in such representation or documentation. If there is any change in the information contained in the most recently filed representation or updated documentation, the contractor shall submit an updated representation or documentation, as applicable, either (A) not later than thirty days after the effective date of such change, or (B) upon the execution of a new contract with PCA, whichever is earlier. Such contractor shall also certify, in accordance with subparagraph (B) or (C) of subdivision (2) of this subsection, to PCA, not later than fourteen days after the twelve-month anniversary of the most recently filed representation, documentation or updated representation or documentation, that the representation on file with PCA is current and accurate.

(4) For the purposes of this section, "contract" includes any extension or modification of the contract, and "Contractor" includes any successors or assigns of the Contractor. For the purposes of this section, "contract" does not include a contract where each contractor is (A) a political subdivision of the state, including, but not limited to, a municipality, (B) a quasi-public agency, as defined in section 1-120, (C) any other state, as defined in section 1-267, (D) the federal government, (E) a foreign government, or (F) an agency of a subdivision, agency, state or government described in subparagraph (A), (B), (C), (D) or (E) of this subdivision.

(c) The Contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with PCA and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

Q. 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 Sections 12101-12189 and Sections 12201-12213) (Supp. 1993); 47 USCS Sections 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 Section 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.

R. Contractor Security Protocols - (a) In accordance with Public Act 15-142 (the "Act"), the Bidder shall have in place safeguards consistent with and in compliance with the safeguards for protecting Confidential Information (as defined in the Act), as set forth in applicable federal and state laws, which include:

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- (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 the Act);
- (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.

- S. Investigation and Notification of Data Breaches** - The Bidder shall implement and maintain security and breach investigation procedures in accordance with Public Act 15-142.
- T. Governing Law** - This RFP and any resulting contract shall be governed by and construed in accordance with the laws of the State of Connecticut.
- U. 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.
- V. Contract Period** – The contract shall cover the period set forth under Work Schedule in Section II D of this RFP.
- W. Contract Price** – Price quoted in response to this RFP must remain firm during the contract period. Price reductions may be taken at any time. Price increases shall not be granted unless specifically allowed for in this contract and described in a document signed by both parties.
- X. 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.
- Y. 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.
- Z. Indemnification** - 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 and or its employees during or resulting from Bidder's activities (including those of its subcontractors) hereunder.

- AA. 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.
- AB. 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 only access such PCA and probate court data, documents, books, volumes, files, records, computers, or other systems, as specifically set forth herein, 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 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.
- AC. 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 thirty (30) days prior written notice to the Bidder of the intent to terminate such contract.
- AD. 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 three (3) years after each completed audit.
- AE. 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.

(ABC) Probate Court

CERTIFICATION OF CO-17 INVOICE

IN RE: _____

This CO-17 invoice is being submitted for work performed as:

- Attorney, Court, Physician, Psychologist, Conservator, Newspaper, Psychiatrist, State Marshal

This court appointment was made for the:

- Respondent, Minor, Conserved Person, Ward

in the following proceeding:

- Removal of Guardian/Temporary Custody, Termination of Parental Rights/Temporary, Emancipation of Minor, Reinstatement of Parental Rights, Conservatorship, 3-year Review-Conservatorship, Psychotropic Meds/ECT Therapy, Guardianship of Person with Intellectual Disability, 3-year Review-Guardianship of Person w/l.D., Placement of Person with Intellectual Disability, 3-year Review-Placement of Person w/l.D., Sterilization of Adult with Intellectual Disability, Commitment of Adult with Psychiatric Disabilities, Probable Cause, 1-year Review - Commitment, Commitment Alcohol and/or Substance Abuse, Commitment of Mentally Ill Child if PARENT/GUARDIAN is unable to pay

Guardian Ad Litem (GAL) - Payable ONLY for the following matters:

* APPOINTED FOR CHILD:

- Removal of guardian/temporary custody where abuse/neglect is alleged if CHILD is unable to pay, Termination of parental rights/temporary custody where abuse/neglect is alleged if CHILD is unable to pay, Paternity [C.G.S. § 46b-172a(c)] if PETITIONER is unable to pay

* APPOINTED FOR PARENT WHO IS A MINOR OR INCOMPETENT:

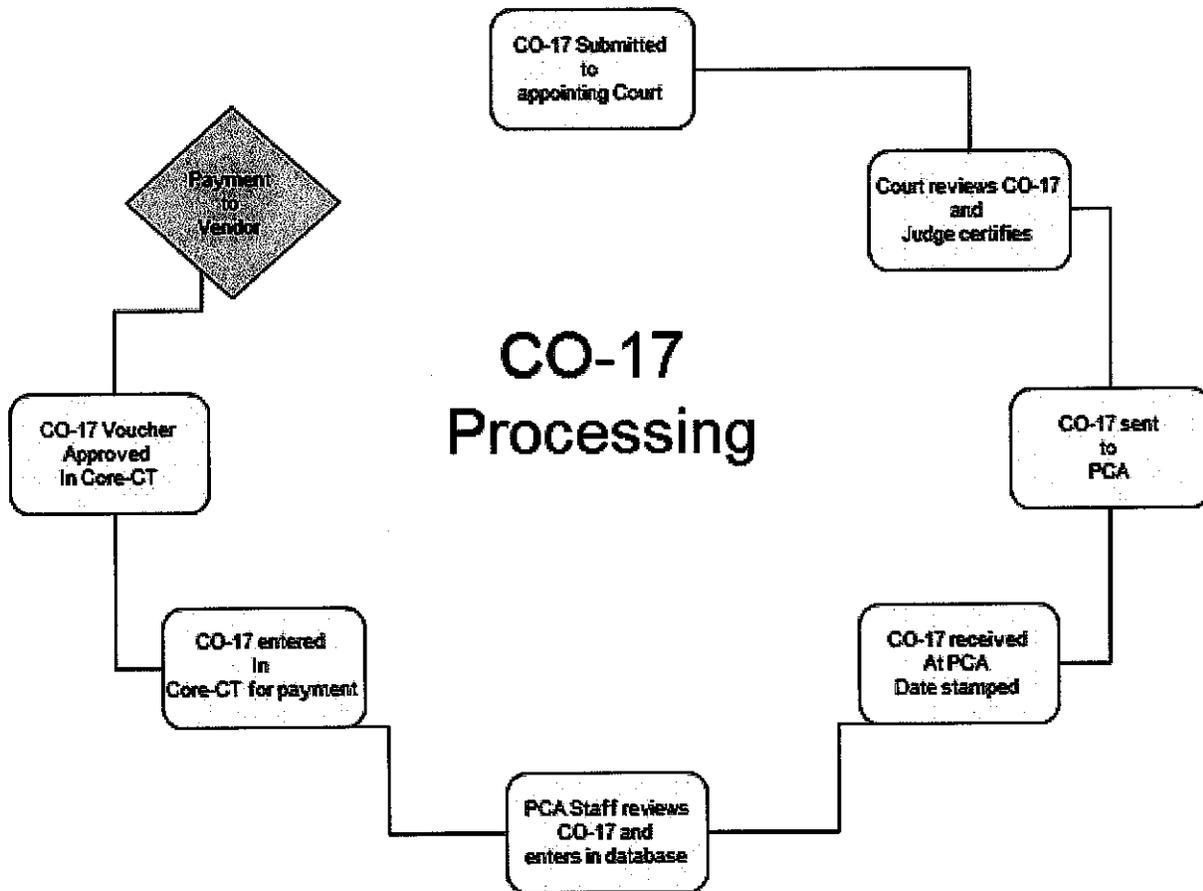
- Temporary Guardian (C.G.S. § 45a-621), Removal of Guardian/Temporary Custody (C.G.S. § 45a-621), Termination of Parental Rights (C.G.S. § 45a-708)/temporary custody if PETITIONER is unable to pay, Paternity [C.G.S. § 46b-172a(d)] if PETITIONER is unable to pay

I hereby certify that the person submitting the attached CO-17 invoice was appointed by this Court in the above referenced proceeding, that services have been rendered for a person I have determined to be unable to pay for said services, and that the fee for such services is fair and reasonable.

Date

Judge's Signature

* * * _____ Attorney/Conservator has received permission to exceed the maximum amount set forth in the Probate Court Regulations. _____



4

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

(Revised 09/17/07)

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 awarding agency 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.

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 ten 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.

2) Description of Job Categories (as used in Part IV Bidder Employment Information) (Page 2)

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) (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

Judicial RFP/RFQ # _____

<p>Company Name Street Address City & State Chief Executive</p>	<p>Bidder Federal Employer Identification Number _____ Or 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 ___ No ___ -Bidder is a minority business enterprise Yes ___ No ___ (If yes, check ownership category) Black ___ Hispanic ___ Asian American ___ American Indian/Alaskan Native ___ Iberian Peninsula ___ Individual(s) with a Physical Disability ___ Female ___</p>
<p>Bidder Parent Company (if any)</p>	<p>- Bidder is certified as above by State of CT Yes ___ No ___</p>
<p>Other Locations in Ct. (if any)</p>	<p>-DAS Certification Number _____</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 ___ No ___</p>	<p>7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes ___ No ___</p>
<p>2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes ___ No ___</p>	<p>8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes ___ No ___</p>
<p>3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes ___ No ___</p>	<p>9. Does your company have a mandatory retirement age for all employees? Yes ___ No ___</p>
<p>4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes ___ No ___</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 ___ No ___ NA ___</p>
<p>5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes ___ No ___</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 ___ No ___ NA ___</p>
<p>6. Does your company have a collective bargaining agreement with workers? Yes ___ No ___</p> <p>6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes ___ No ___</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 ___ No ___</p>	<p>12. Does your company have a written affirmative action Plan? Yes ___ No ___ If no, please explain.</p>
	<p>13. Is there a person in your company who is responsible for equal employment opportunity? Yes ___ No ___ If yes, give name and phone number.</p>

Part III - Bidder Subcontracting Practices

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											
Bldg/ 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)

PART V - Bidder Hiring and Recruitment Practices

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 (X)	3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination
SOURCE	YES	NO	% of applicants provided by source		
State Employment Service					Work Experience
Private Employment Agencies					Ability to Speak or Write English
Schools and Colleges					Written Tests
Newspaper Advertisement					High School Diploma
Walk Ins					College Degree
Present Employees					Union Membership
Labor Organizations					Personal Recommendation
Minority/Community Organizations					Height or Weight
Others (please identify)					Car Ownership
					Arrest Record
					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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EXHIBIT C

**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**

- 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 only the one certification that applies to your organization.
 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 NO.	SUBJECT OF PROPOSED CONTRACT	FEDERAL I.D. OR SOCIAL SECURITY NO.
ORGANIZATION NAME <i>(Funded entity: Nonprofit, profit or public agency)</i>		
ORGANIZATION ADDRESS		
NAME OF PROJECT DIRECTOR		TELEPHONE NO.

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 CFR 42.207 and 42.301 et seq.; our projects and activities comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972, 28 CFR 54; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR part 35. Our projects and activities provide meaningful access for people with limited English proficiency as required by Title VI of the Civil Rights Act, (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 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, address and telephone number of person responsible for reporting civil rights findings of discrimination).*

NAME OF PERSON RESPONSIBLE FOR REPORTING	TELEPHONE NO.
ADDRESS	

Check the box before **ONLY THE ONE APPROPRIATE CERTIFICATION (A, B, C1 or C2 below)** that applies to this organization.

- CERTIFICATION "A" (Complete Exemption - No EEOP is required if (1), (2) or (3) below apply)**
This is the certification that all non-profit institutions and small public agencies will use. Check (1), (2), and/or (3) as they apply to your entity. (More than one may apply.)
- (1) is an educational, medical or non-profit institution or an Indian Tribe;
- (2) has less than 50 employees;
- (3) was awarded less than \$25,000 in federal U.S. Department of Justice funds.

EXHIBIT C

CERTIFICATION "B" (Exemption from submission requirement - EEOP must be on file)

This funded entity, as a for-profit entity or a state or local government having 50 or more employees, was awarded \$25,000 or more, but less than \$500,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that this funded entity has formulated an Equal Employment Opportunity Plan in accordance with 28 CFR 42.301, et seq., subpart E, that it has been signed into effect within the past two years by the proper authority and disseminated to all employees, and that it is on file for review or audit by officials of the State of Connecticut Judicial Branch or the Office for Civil Rights, Office of Justice Programs in the office of (name and address):

as required by relevant laws and regulations.

CERTIFICATION "C1" (EEOP must be submitted)

This funded entity, as a for-profit entity or a state or local government having 50 or more employees, was awarded more than \$500,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that this funded entity will submit, within 45 days of the contract beginning date, an EEOP or an EEOP Short Form, that will include a section specifically analyzing this funded entity. Submissions under this provision should be forwarded to: U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights, 810 Seventh Street, N.W., Suite 8135, Washington, D.C. 20531.

CERTIFICATION "C2" (EEOP must be submitted)

This funded entity, having 50 or more employees, has been awarded more than \$1 million cumulatively from all programs administered by the U.S. Department of Justice over the following 18-month period:

FROM (date) _____ TO (date) _____

Therefore, I hereby certify that this funded entity will submit, within 45 days of the contract beginning date, an EEOP or an EEOP Short Form, that will include a section specifically analyzing this funded entity. Submissions under this provision should be forwarded to: U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights, 810 Seventh Street, N.W., Suite 8135, Washington, D.C. 20531.

(If you have already submitted an EEOP applicable to this time period, send a copy of the letter received from the Office for Civil Rights showing that your EEOP is acceptable.)

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.

SIGNED (Authorized Official)	TYPE OR PRINT NAME OF PERSON SIGNING	DATE SIGNED
X		
TITLE OF SIGNER		