



## JUDICIAL BRANCH

OFFICE OF THE CHIEF COURT ADMINISTRATOR  
MATERIALS MANAGEMENT – PURCHASING SERVICES  
90 WASHINGTON STREET, 4th FLOOR  
HARTFORD, CT 06106  
(860) 706-5200 FAX: (860) 706-5099

### REQUEST FOR PROPOSAL (hereinafter RFP)

#### INSTRUCTIONS

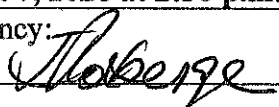
Please quote us your prices as outlined in this RFP. All prices must be F.O.B. destination and you must show Unit Price, Amount and Total or the bid response may be rejected.

Since the State of Connecticut is exempt from the payment of Federal Excise Taxes and the Connecticut Sales Tax, do not include such taxes.

We reserve the right to reject in whole or in part, any or all bids submitted.

All products produced under this agreement resulting from this RFP shall remain the property of the Judicial Branch of the State of Connecticut.

The Contractor receiving the award agrees and warrants that, in the performance of this contract, such Contractor will not discriminate nor 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, sexual orientation, veteran status, status as a victim of domestic violence, status as a victim of sexual assault or status as a victim of trafficking in persons, intellectual disability, mental disability or physical disability, including but not limited to blindness, in any manner prohibited by the laws of the United States or the State of Connecticut, and further agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning the employment practices and procedures of the Contractor as they relate to the provisions of the General Statutes governing contract requirements.

|                                                                                                                                                                                    |                                                   |                                              |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|----------------------------------------------|
| Issued by (Agency):<br><b>Judicial Branch - Purchasing Services</b>                                                                                                                | Agency Telephone Number:<br><b>(860) 706-5200</b> | Bid Number:<br><b>02-2606</b>                |
| Return Bid via Email to: <u>MaterialsManagement@jud.ct.gov</u><br>Attention: <b>Jeanne Roberge</b><br>Email is the preferred method; please include Bid Number in the Subject Line |                                                   | Date Issued:<br><b>07/01/2026</b>            |
| Bid Closing – Date and Time:<br><b>Friday, August 7, 2026 at 2:30 p.m.</b>                                                                                                         |                                                   | Date Bid Required:<br><b>August 7, 2026</b>  |
| Signed for Agency:                                                                              | Name and Title:<br><b>Jeanne Roberge, Buyer</b>   | Services Required:<br><b>October 1, 2026</b> |

#### ITEM/CATEGORY:

#### ANNUITY PROGRAM

[X] Goods and/or Services Requested:

[X] Service Location:

225 Spring Street, Wethersfield, Connecticut

[X] Terms and Conditions (attached)

[X] Standards and Specifications (attached)

[X] Exhibits A, B, C, E (attached)

[X] Deadline to Submit Written Questions: Friday, July 17, 2026, by 4:00 p.m. (see page 19)

Bidder Name: \_\_\_\_\_  
*An Equal Opportunity/Affirmative Action Employer*

## STANDARD INSTRUCTIONS TO BIDDERS

All solicitations issued by the Judicial Branch will bind bidders to the Standard Instructions listed below, unless specified otherwise in this RFP/RFQ or subsequent amendment to the contract based on this RFP/RFQ.

1. **Sealed Bids** – The Judicial Branch will accept emailed bids (email [MaterialsManagement@jud.ct.gov](mailto:MaterialsManagement@jud.ct.gov)) or faxed bids (fax number 860-706-5099) only.
2. **Authorized Signature** – Bids must be signed by a company officer or representative authorized to make contractual commitments.
3. **Late Bids** – Bids received after the date and time specified for public opening on Page 1 of this document will not be accepted. Late bids will be returned unopened.
4. **Price** – Bidders shall include pricing as outlined in the RFP/RFQ document. In the event of a price discrepancy between the unit prices and extension, unit prices will govern.
5. **Offer Firm** – Responses to this RFP/RFQ, including bid prices, must remain firm for a period of 120 days from the published date for submission of bids. The Judicial Branch shall not be liable for any costs incurred by the bidder in the preparation of this bid.
6. **Rejection of Nonconforming Bids** – Bids are subject to rejection in whole or in part if they limit or modify any of the terms and/or specifications set forth herein.
7. **Changes to Bids** – No additions or changes to the original bid will be allowed after the specified date and time for public opening. While changes are not permitted, clarification at the request of the Judicial Branch may be required at bidder's expense.
8. **Rejection for Default or Misrepresentation** – The Judicial Branch reserves the right to reject the bid of any bidder that is in default of any prior contract or for misrepresentation.
9. **Award** – Bids will be evaluated and awarded to the lowest competitive bidder based on quality of the goods and services to be supplied, their compliance with specifications, price, administrative costs, ability to perform within the required time or without delay, skill, judgment and experience, past performance and financial responsibility. The Judicial Branch reserves the right to award this RFP/RFQ in whole or in part as may be in the best interest of the State of Connecticut.
10. **Clerical Errors** - The Judicial Branch reserves the right to correct inaccurate awards resulting from its clerical and administrative errors.
11. **CHRO Compliance** – Bidders shall complete the enclosed Contract Compliance Questionnaire (JD-ES-113) and the Federal Certification of Compliance (JD-ES-113F) and return with the bidders' response.
12. **Non-Collusion** - The individual submitting the bid or proposal affirms that he/she is duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid/proposal in collusion with any other bidder/proposer, and that the contents of this bid/proposal as to prices, terms or conditions of said bid/proposal have not been communicated by said individual nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.
13. **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/RFQ or those implied in the RFP/RFQ.
14. **Ownership of Bids** - Responses to this RFP/RFQ are the sole property of the Judicial Branch and subject to the provisions of Chapter 14 of the General Statutes (Re: Freedom of Information Act).
15. **Amendment or Cancellation of the RFP/RFQ** - The Judicial Branch reserves the right to amend, modify, cancel or otherwise change this RFP/RFQ at any time if it deems it in the best interest of the State of Connecticut to do so.

(a)\_\_\_\_\_ I have read and understand the specifications and accept all RFP/RFQ requirements, including, but not limited to, the Standard Instructions to Bidders and Terms and Conditions.

(b)\_\_\_\_\_ I have read and will comply with the requirement to provide an insurance certificate in accordance with Paragraph 7 of the terms and conditions.

(c)\_\_\_\_\_ I have reviewed the Representation regarding Consulting Agreements (Exhibit A) and it - **Is not applicable** [ ☐ ] **or Is applicable** [ ☐ ] (*Representation is applicable if bid amount is \$50,000 or more in any calendar or fiscal year; sign and return with bid submission.*).

(d)\_\_\_\_\_ I have enclosed the completed and signed Contract Compliance Questionnaire JD-ES-113 (Exhibit B) and the Federal Certification of Compliance JD-ES-113F (Exhibit C).

(e)\_\_\_\_\_ By initialing this section (e), the contractor hereby certifies that it understands the obligations of General Statutes §§ 4a-60 and 4a-60a and will maintain a policy for the duration of the contract to assure that the contract will be performed in compliance with the nondiscrimination requirements of General Statutes §§ 4a-60(a) and 4a-60a(a). (See Paragraph 32).

(f)\_\_\_\_\_ By initialing this section (f) and signing below, the principal or key person of the bidder hereby agrees to and adopts the representation regarding gifts set forth in Paragraph 37). (*Applicable if the value of the contract exceeds \$500,000 in a calendar or fiscal year*)

(g)\_\_\_\_\_ By initialing this section (g) and signing below, the person authorized to execute contracts on behalf of the bidder hereby certifies that the bidder has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such an investment on or after said date. (See Paragraph 38) (*Applicable if the value of the contract exceeds \$500,000 in a calendar or fiscal year*)

(h)\_\_\_\_\_ By initialing this section (h) and signing below, a representation is made that the chief executive officer or authorized signatory of the contract and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law. (See Paragraph 39) (*Applicable if the contract value is \$500,000 or more for a large state procurement or construction project.*)

(i)\_\_\_\_\_ In the past three years, has your organization been banned, prohibited, debarred, terminated or otherwise restricted from doing business with any agency of the State of Connecticut or any other state or government agency? [ ☐ ] **No** [ ☐ ] **Yes** If yes, provide details of this occurrence.

(j)\_\_\_\_\_ The warranty on items purchased under this bid shall be for a \_\_\_\_\_ month period.

(k)\_\_\_\_\_ The bid number appears in the email subject line and/or on the document.

(l)\_\_\_\_\_ Delivery of the items included under this bid shall be made within \_\_\_\_\_ calendar days from receipt of order.

(m)\_\_\_\_\_ \* Receipt of Addendum(s) (1)\_\_\_\_\_ (2)\_\_\_\_\_ (3)\_\_\_\_\_ (if applicable).  
date rec'd. date rec'd. date rec'd.

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

**REF # 02-2606**

## TERMS AND CONDITIONS

### Judicial Branch Terms

1. **Entire Agreement** - The terms and conditions of this RFP/RFQ, the award letter, all special terms and addenda to the RFP/RFQ issued by the Judicial Branch, any terms and conditions incorporated by the Judicial Branch purchase order, and the Contractor's response to the RFP/RFQ ("Contract Documents") constitute the entire agreement between the parties hereto and supersede all previous agreements, promises or representations whether written or oral. The contract resulting from this RFP/RFQ may not be changed, altered or modified except by an instrument in writing signed by a duly authorized representative of both parties. Any additional, supplementary, or conflicting terms supplied by the Contractor, including but not limited to those contained in the Contractor's response to the RFP/RFQ, are expressly rejected by the Judicial Branch unless the Judicial Branch expressly agrees to them in writing.
2. **Priority of Documents** - In the event of a conflict between the Contract Documents, the order of priority shall be as follows (unless otherwise expressly agreed to in writing by the Judicial Branch and the Contractor): the award letter, all special terms and addenda to the RFP/RFQ issued by the Judicial Branch, the terms and conditions of this RFP/RFQ, any terms and conditions incorporated by the Judicial Branch purchase order, and last, the Contractor's response to the RFP/RFQ.
3. **Contract Term** - The contract term shall be for 36 months commencing on or about the 1st day of October, 2026, subject to availability of funding. Extensions of the Contract, under the conditions of this RFP, may be authorized by the Judicial Branch with the consent of the Contractor for an additional period not to exceed 2 years.
4. **Contract Price** - Prices must remain firm during the contract term, unless specifically stated otherwise in the bid document, except that reasonable increases may be authorized during any extension of the initial contract term. Reasonable requests for price increases pertaining to an extension of the contract term may be considered at the time of such extension. Price reductions may be offered at any time.
5. **Payment Terms** - Payment for goods or services provided to the Judicial Branch is net 45 days upon receipt of invoice unless otherwise agreed to in writing by both parties, and except that invoices from Contractors who are registered in the State of Connecticut as a certified Small Business Enterprise (SBE) or Minority Business Enterprise (MBE) is net 25 days. The Judicial Branch assumes no liability for payment under the terms of this Contract until the Contract is in effect, and a Purchase Order has been issued, as applicable.
6. **Sales Tax Exempt** - The Judicial Branch is exempt from Connecticut Sales Tax under General Statutes §12-412, Federal Excise Taxes and the provisions of the Federal Robinson-Patman Act.
7. **Insurance** - The Contractor agrees that prior to commencement of services, and during the entire term of this Contract, it will carry sufficient liability and/or other insurance, as described below, and will maintain that coverage in full force and effect for the duration of the contract term, including any and all amendments or extensions.
  - (a) The Contractor shall provide to the Judicial Branch: (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy, all in a format acceptable to the Judicial Branch.
  - (b) The Contractor shall cause the State of Connecticut Judicial Branch to be named as an additional insured, and shall provide evidence of such, as to: (1) General Liability Coverage; (2) Automobile Liability Coverage (as applicable); and (3) Cybersecurity Liability Coverage (as applicable).

- (c) The State of Connecticut Judicial Branch, Purchasing Services, 90 Washington Street, 4th Floor, Hartford, CT 06106 shall be listed as a certificate holder, as its interest may appear, on all certificates of insurance required under this Contract.
- (d) The Contractor shall not begin performance until the certificate of insurance, the declaration page and the additional insured endorsement are all received in an acceptable form by the Judicial Branch. Electronic submission via email to [insurance@jud.ct.gov](mailto:insurance@jud.ct.gov) is the preferred method of transmittal of all documents under this paragraph. Contractor shall provide an electronic update of the three (3) documents to the Judicial Branch on or before the policy renewal date or upon a change of policy. The Judicial Branch shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Judicial Branch is contributorily negligent.
- (e) If possible, the required certificate of insurance shall also include a statement that the Judicial Branch shall be notified ten (10) days in advance of any policy amendment, revocation, cancellation, non-renewal or material change in coverage. All insurance coverage must be obtained at the Contractor's sole expense.
- (f) The following minimum coverage amounts must be maintained:
- (1) **Commercial General Liability.** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability, and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the services to be performed under this Contract or the general aggregate limit shall be twice the occurrence limit;
  - (2) **Automobile Liability (if applicable).** \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the performance of this Contract, then only hired and non-owned coverage is required. If a vehicle is not used in the performance of this Contract, then automobile coverage is not required;
  - (3) **Workers' Compensation and Employers Liability.** Statutory coverage in compliance with the Workers' Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee;
  - (4) **Professional Liability/Malpractice Insurance (if applicable).** Contractor shall maintain professional liability insurance with limits of no less than \$2,000,000 limit of liability per occurrence and \$3,000,000 aggregate. In the case of any computer system or software engineer, architect or other design professional, each such policy must be kept in effect for a period of seven (7) years after substantial completion of the project on or for which any such services are rendered; otherwise, the professional involved shall maintain such coverage for a period of at least three (3) years following completion of its work. If coverage is procured by any professional on a claims-made basis, the retroactive date must be the date prior to the professional's commencement of any work under or pursuant to this Contract or the project to which it relates, whichever is earlier.
  - (5) **Cyber/Network Security and Privacy Liability Insurance (if applicable).** Insurance covering civil, regulatory, and statutory damages, contractual damages, data breach management exposure, cyber extortion, cyber terrorism, business interruption, and any loss of income or extra expense as

a result of actual or alleged breach, violation, or infringement of right to privacy, consumer data protection law, confidentiality, or other legal protection for personal information, as well as information designated by the state as confidential with minimum limits as follows:

- \$1,000,000 each occurrence; and
- \$2,000,000 general aggregate.

The policy shall provide coverage for defenses costs, legal fees/costs, settlements or judgments, forensic investigations, regulatory fines and penalties, and breach response costs (including privacy notification and credit monitoring expenses).

If Contractor maintains higher limits than the minimums shown above, the Judicial Branch requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Judicial Branch.

The Judicial Branch, at its sole discretion, reserves the right to determine whether the coverage maintained by Contractor is sufficient to satisfy its obligations under this Contract. As necessary, in the protection of its interests, the Judicial Branch may change the policy and coverage requirements set forth above.

8. **Choice of Law and Forum** - This Contract and any resulting purchase order, and any claim or controversy arising thereunder, shall be governed by and construed in accordance with the laws of the State of Connecticut, without giving effect to its principles of conflicts of laws.

To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that the courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the Judicial Branch.

9. **Claims** - The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut or Judicial Branch arising from this Contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.
10. **Compliance with Applicable Law** - The Contractor shall comply with all Federal, State and local laws, standards, licensing requirements, and regulations applicable to Contractor's facility and the services being provided under this Contract.
11. **Contract Compliance Monitoring and Evaluation** - The Judicial Branch reserves the right to inspect, monitor or otherwise evaluate the work being performed under this Contract. The Contractor agrees to cooperate with the Judicial Branch in the monitoring and evaluation of services.
12. **Final Inspection** - All goods or services shall be subject to final inspection by the Judicial Branch before acceptance by the Judicial Branch shall occur. The Judicial Branch reserves the right to reject goods or services that are not provided in compliance with the Contract or purchase order or with reasonable standards or quality.

13. **Contract Default / Remedies** - Any other provision of this Contract notwithstanding, if the Contractor becomes financially unstable, breaches or otherwise fails to comply with any of the terms, provisions or conditions of this Contract, the Judicial Branch may elect to pursue any one or more of the following remedies in any combination or sequence:
- (a) seek damages
  - (b) withhold or reduce payment(s) until the breach is resolved to the satisfaction of the Judicial Branch
  - (c) require the Contractor to correct or cure the breach to the satisfaction of the Judicial Branch
  - (d) suspend the execution of all or part of the services
  - (e) require that unexpended or improperly expended funds be returned to the Judicial Branch
  - (f) recoup any money owed to the Judicial Branch from any future payments owing under this Contract or any other Contract between the Judicial Branch and the Contractor
  - (g) assign appropriate state personnel to fulfill the Contractor's obligations under this Contract until such time as the Contractor's breaches have been corrected to the satisfaction of the Judicial Branch
  - (h) require that Contract funding be expended by the Contractor to enter a subcontract with a person, persons or agency designated by the Judicial Branch to fulfill the Contractor's obligations under this Contract
  - (i) terminate this Contract effective on a date specified in a written notice delivered to the Contractor
  - (j) take such other actions of any nature whatsoever as may be deemed appropriate for the best interests of the Judicial Branch or the program, along with any other remedies provided by law, including, but not limited to, procuring services from other sources and charging the Contractor any excess costs incurred or damages occasioned thereby
  - (k) in the Judicial Branch's sole discretion, hold the Contractor in default in any or all other Contracts ("Other Contract(s)") that the Contractor has with the Judicial Branch
  - (l) in the Judicial Branch's sole discretion, a default in any Other Contract, may serve as the basis for a default in this Contract
  - (m) any combination of the above actions

Prior to invoking any of the remedies for financial instability, breach and/or noncompliance specified above, the Judicial Branch shall notify the Contractor in writing of the facts and circumstances constituting same and proposed remedies, if any. Within ten (10) business days of receipt of this notice, the Contractor shall correct such financial instability, breach and/or noncompliance to the satisfaction of the Judicial Branch and submit written documentation of the correction to the Judicial Branch. If the Judicial Branch finds that the financial instability, breach and/or noncompliance has not been corrected to its satisfaction, it shall provide written notice to the Contractor of the continuing financial instability, breach and/or noncompliance and may immediately or at any time thereafter invoke any or all remedies set forth above.

14. **Termination** - The Judicial Branch may terminate this Contract with or without cause. In the event of termination, all monies due shall be prorated against the value of services accepted by the Judicial Branch.
- (a) The Judicial Branch may terminate this Contract without cause upon 30 days written notice to the Contractor.
  - (b) The Judicial Branch may terminate this Contract without prior notice to the Contractor if the Judicial Branch deems that such termination is in the best interests of the state, which may include but not be limited to, the health and safety of Judicial Branch staff, clients or the public. The notice and opportunity to cure provisions under paragraph 13, Contract Default/Remedies, are not available to Contractors who are terminated for cause under this paragraph 14 (b).
  - (c) The Judicial Branch may terminate this Contract for cause with prior notice in accordance with paragraph 13 (i).

15. **Prohibition Against Assignment** - The Contractor shall not assign any of its rights or obligations under this Contract, voluntarily or otherwise, in any manner without the prior written consent of the Judicial Branch. The Judicial Branch may request additional information as it reasonably deems necessary to evaluate the Assignee's ability to perform. Any assignment made without compliance with this paragraph shall be void.
16. **Business Entity Change/Change in Business Information** - In the event the Contractor changes its business entity in a manner that impacts the goods and/or services provided to the Judicial Branch under this Contract, the Contractor shall provide written advance notice to the Judicial Branch. Such changes include but are not limited to organizational ownership structure, including a merger, consolidation, or otherwise.
- The Contractor shall provide written advance notice to the Judicial Branch of change in business name, principal business address and change in remittance address. Additional documentation to support updating the Judicial Branch's records may be required to be submitted by the Contractor.
- Notice and documentation under this paragraph shall be sent to: Purchasing Services, at 90 Washington Street, 4<sup>th</sup> Floor, Hartford, CT 06106.
- Payment may be delayed based on failure to provide adequate documentation or notice of business entity changes or changes in business information. If such changes give rise to an assignment of Contractor's rights or obligations under this Contract, the Contractor shall comply with the terms of paragraph 15, Prohibition Against Assignment.
17. **Continuity of Services** - The Contractor acknowledges that the services provided under this Contract may be important to the function of State government and that they may need to continue without interruption during a transition (e.g. termination, expiration or a new procurement). Therefore, the Contractor acknowledges and agrees that if the work under the Contract, or any subcontract, or amendment to either, continues under a new or extended contract or is transferred back to the Judicial Branch or to another contractor at any time for any reason, then the Contractor, upon notice from the Judicial Branch, shall cooperate fully with the Judicial Branch and perform all acts that the Judicial Branch deems to be necessary or appropriate, to ensure continuity of the subject matter of this Contract so that there is no disruption in performance of the Contract.
18. **No Joint Venture** - Nothing contained in this Contract shall be construed as creating a joint venture, partnership, principal-agent relationship, or employment relationship between 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.
19. **Subcontractors** - The Contractor shall not subcontract for any of the services required under this Contract without prior written approval from the Judicial Branch. Subcontractors shall be bound by all the terms and conditions of this Contract. Subcontractors shall not relieve the prime Contractor(s) of its responsibilities under this Contract. The Judicial Branch reserves the right to approve or reject any and all subcontractors and/or subcontractor agreements.
20. **Warranty** - The Contractor agrees that all goods and/or services provided will conform to specifications, as may be more fully detailed in the Standards and Specifications of this document, drawings, samples or other descriptions furnished or adopted by the Judicial Branch, and that such goods will be fit and sufficient for the purposes intended, of merchantable and good quality and workmanship and free from defect, liens and encumbrances. Contractor warrants that all services performed under this Contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this Contract. Warranty periods in excess of the contract term shall survive contract termination and/or expiration for the full warranty period. To the extent a separate warranty provision is included in the Standards and Specifications of this bid document that conflicts with this paragraph, the separate provision will prevail.

21. **Delay in Contractor Performance** - If goods or services are not provided within the time specified or within a reasonable time, if no time is specified, the Judicial Branch may exercise its options as outlined in paragraph 13, Contractor Default/Judicial Remedies.
22. **Contingencies** - Neither party shall be liable to the other for breach or delay in delivering or accepting goods or services if such breach or delay is caused by a Force Majeure Event, defined as a contingency, whether foreseeable or not, beyond the reasonable control of the respective parties, and such contingency is not caused by the nonperforming party. The Contractor shall give notice to the Judicial Branch of any such unavoidable delays or breaches.
23. **Non-Waiver** - Failure of the Judicial Branch to insist upon strict performance of any terms and conditions shall not be deemed a waiver of any rights or remedies the Judicial Branch may have, nor deemed a waiver of any rights or remedies the Judicial Branch may have for any subsequent breach and/or noncompliance.
24. **Indemnification**
- (a) The Contractor shall indemnify, defend and hold the State of Connecticut ("State") and/or the Judicial Branch, their agents, employees, public officials and representatives harmless from and against any and all (1) Claims, causes of action, demands for damages or liabilities of any kind, including the reasonable costs to defend such actions regardless of whether such action is successful or not, brought by any person or entity whatsoever, arising, directly or indirectly, from any act, error or omission (collectively, the "Acts") of the Contractor, its officers, directors, principals, agents, employees and representatives and any of Contractor's subcontractors and the officers, directors, principals, agents, employees and representatives of such subcontractors; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Acts. The Contractor shall use counsel reasonably acceptable to the State and/or the Judicial Branch in carrying out its obligations under this paragraph. The Contractor's obligations under this paragraph to indemnify, defend and hold harmless includes Claims concerning confidentiality of any part of or all of the Proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or non-copyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance of the Contract.
- (b) The Contractor shall reimburse the State and/or the Judicial Branch for any and all damages to the real or personal property of the State and/or the Judicial Branch caused by the Acts of the Contractor, its officers, directors, principals, agents, employees and representatives and any of Contractor's subcontractors and the officers, directors, principals, agents, employees and representatives of such subcontractors. The State and/or the Judicial Branch shall give the Contractor reasonable notice of any such Claims.
- (c) The Contractor's duties under this paragraph shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged, or is found, to have merely contributed in part to the Acts giving rise to the Claims and/or where the State and/or the Judicial Branch is alleged, or is found, to have contributed to the Acts giving rise to the Claims.
- (d) The rights provided in this paragraph for the benefit of the State and/or the Judicial Branch shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.
- (e) This paragraph shall survive the Termination or Expiration of the Contract and shall not be limited by reason of any insurance coverage.
- (f) For purposes of this paragraph, "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.

25. **Notice of Litigation/Arbitration** - The Contractor agrees to notify the Judicial Branch if the Contractor is, or has a reasonable cause to expect to be, subject to litigation or arbitration which might adversely affect the Contractor's ability to perform the agreed services or affect the Contractor's financial capacity.

The Contractor shall provide written notice to the Judicial Branch of any final decision by any tribunal, arbitrator or arbitration panel, or state or federal agency or court which is adverse to the Contractor or which results in a settlement, compromise of claim or agreement of any kind for any action, claim, or proceeding brought against the Contractor or its employees or agents.

26. **Record Keeping and Access** - The Contractor 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, allocable as direct and administrative and general costs of any nature incurred in the performance of this Contract. 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 Contractor shall retain all such books, records and other financial, program and individual service documents concerning this Contract for a period of three (3) years after each completed audit, or if no audit is conducted, for a period of five (5) years.

Records for nonexpendable property (*purchased with Contract funds*) shall be retained for three (3) years.

If any litigation, arbitration, claim or audit has started before the expiration date of this three (3) or five (5) year period, the records shall be retained until all litigation, arbitration, claim or audit findings involving the records have been resolved,

27. **Confidentiality of Records and Computer Files** - The Contractor agrees on behalf of the Contractor and the Contractor's principals, employees, agents, heirs, successors and assigns that (1) they may only access such Judicial Branch data, files, records, computers or other systems, as specifically set forth in this Contract, and as are necessary for the performance of the Contractor's duties under this Contract, if any, and (2) they may only disclose, advertise, advertise for sale, sell, rent or use any information created from the work performed hereunder, as specifically set forth in this Contract. The Contractor shall take such reasonable actions as are necessary to protect the confidentiality of Judicial Branch records and computer files including, at a minimum, instructing each person assigned to work under this Contract on the Contractor's behalf of the prohibition to access, use or disclose information not specifically authorized by this 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 Contractor and/or the Contractor's principals, employees, agents, heirs, successors and assigns from work performed pursuant to this Contract, shall subject the Contractor to the indemnification provisions of this Contract, in addition to all other rights and remedies available to the Judicial Branch pursuant to this Contract and law.

28. **Criminal Investigations** - Subject to constitutional limitation, it is a requirement of this Contract that the Contractors, its officers, directors, principals, agents, employees and representatives and any subcontractors and such subcontracting officers, directors, principals, 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 the Judicial Branch.
29. **Sovereign Immunity** - The parties acknowledge and agree that nothing in this Contract shall be construed as a modification, compromise or waiver by the Judicial Branch of its sovereign immunity. To the extent that this paragraph conflicts with any other paragraph, this paragraph shall govern.

30. **Headings Not Binding** - The headings in this Contract are for reference and convenience only and in no way define, limit or describe the scope or intent of any provisions of this Contract.

### **Statutorily Mandated State Terms**

31. **Equal Opportunity** - The Judicial Branch of the State of Connecticut is an Equal Opportunity employer and purchaser. No employee or applicant for employment or Contractor will be discriminated against because of race, color, religious creed, marital status, national origin, ancestry, sex, sexual orientation, gender identity or expression, age, present or past history of mental disability, intellectual disability, learning disability or physical disability including, but not limited to, blindness, veteran's status, status as a victim of domestic violence, status as a victim of sexual assault or status as a victim of trafficking in persons.
32. **Civil Rights Agreement** - Federal civil rights laws applicable to agencies that receive Judicial Branch financial assistance from the U.S. Department of Justice require that such agencies must not discriminate in the delivery of programs, services or in their employment practices in any program or activity on the basis of actual or perceived race, color, national origin, physical or mental disability, age, religion or sex, or sexual orientation or gender identity, in compliance with Title VI of the Civil Rights Act of 1964, as amended, The Omnibus Crime Control and Safe Streets Act of 1968, (34 U.S.C. § 10228 (c)), Section 504 of the Federal Rehabilitation Act of 1973, as amended, Subtitle A, Title II of the American with Disabilities Act of 1990; Title IX of the Education Amendments Act of 1972, The Victims of Crime Act of 1984, the grant condition set out at section 40002 (b) (13) in the Violence Against Women Act of 1994, as amended, the Age Discrimination Act of 1975, and their U.S. Department of Justice implementing regulations 28 CFR Part 42, Subparts C, D, E, G and I, and Part 54, Department of Justice regulations on disability discrimination (28 C.F.R. part 38) and section 299A (b) of the Juvenile Justice and Delinquency Prevention Act of 2002. In accordance with Federal civil rights laws, the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

Federal law (Executive Order 13279 and 13559 and its U.S. Department of Justice implementing regulations 28 CFR part 38) also prohibits grant making agencies from discriminating either in favor of or against faith-based organizations in awarding Federal financial assistance and entities that receive direct Federal funding may not engage in explicitly religious activities in the federally funded program. If organizations conduct explicitly religious activities, those activities must be conducted separate in time or location from the federally funded program or service, and participation by beneficiaries must be voluntary. Recipients may not discriminate against prospective or actual beneficiaries on the basis of religion or religious belief.

Further, all subrecipients of Federal Funds under a State of Connecticut Judicial Branch program are required to have policies and procedures for responding to discrimination complaints from its employees and clients, customers, program participants or consumers. Subrecipient policies and procedures shall be made available to the Judicial Branch upon request.

(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, sexual orientation, gender identity or expression, status as a veteran, status as a victim of domestic violence, status as a victim of sexual assault or status as a victim of trafficking in persons, 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 ensure 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, sexual orientation, status as a veteran, status as a victim of domestic violence, status as a victim of sexual assault or status as a victim of trafficking in persons,

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 on Human Rights and Opportunities (hereinafter, 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 General Statutes § 4a-60, 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 General Statutes §§ 4a-60, 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to General Statutes §§ 46a-56, 46a-68e, 46a-68f and 46a-86; and (5) The Contractor agrees to provide the Commission on Human Rights and Opportunities and the Judicial Branch with such information requested by them, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of General Statutes §§ 4a-60 and 46a-56.

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

(c) (1) Any contractor who has one or more contracts with the Judicial Branch or who is a party to a public works contract shall include a nondiscrimination affirmation provision certifying that the contractor understands the obligations of this section and will maintain a policy for the duration of the contract to assure that the contract will be performed in compliance with the nondiscrimination requirements of subsection (a) of this section. The authorized signatory of the contract shall demonstrate their understanding of this obligation by (A) initialing the nondiscrimination affirmation provision in the body of the contract, (B) providing an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations, or (C) signing the contract.

(2) The Judicial Branch is prohibited from awarding a contract to a contractor who has not included the nondiscrimination affirmation provision in the contract and demonstrated its understanding of such provision as required under subsection (c)(1) above.

(d) 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; the timing and value of bids; 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.

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

(f) The Contractor shall include the provisions of subsections (a) and (b) in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the Judicial Branch 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 General Statutes §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 regarding a state contract, 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.

33. **Prohibitions for Large State Contractors** - (Applicable to certain construction or procurement contracts having a total value of more than \$500,000; see General Statutes § 1-101mm ) No person who (1) is, or is seeking to be, prequalified under General Statutes § 4a-100, (2) is a party to a large state construction or procurement contract, as that term is defined in General Statutes § 1-101mm, or is seeking to enter into such contract with the Judicial Branch, a state agency, board, commission or institution or (3) is a party to a consultant services contract or is seeking to enter into such contract with the Judicial Branch, a state agency, board, commission or institution, shall:
- (a) With the intent to obtain a competitive advantage over other bidders, solicit any information from a public official or state employee that the contractor knows is not and will not be available to other bidders for a large state construction or procurement contract that the contractor is seeking;
  - (b) Intentionally, willfully or with reckless disregard for the truth, charge the Judicial Branch, a state agency, board, commission or institution or quasi-public agency for work not performed or goods not provided, including submitting meritless change orders in bad faith with the sole intention of increasing the contract price without authorization and falsifying invoices or bills or charging unreasonable and unsubstantiated rates for services or unreasonable or unsubstantiated prices for goods to the Judicial Branch, a state agency, board, commission or institution or quasi-public agency;
  - (c) Intentionally or willfully violate or attempt to circumvent state competitive bidding and ethics laws; or
  - (d) With the intent to unduly influence the award of a state contract, provide or direct another person to provide information concerning the donation of goods and services to a state agency or quasi-public agency, to the procurement staff of any state agency or quasi-public agency or a member of a bid selection committee.

Pursuant to General Statutes § 1-101nn, any person who is found in violation of any provision of this section by the Office of State Ethics may be deemed a nonresponsible bidder.

34. **Consultant Prohibitions** - No person with whom the Judicial Branch, a state agency, board, commission or institution or quasi-public agency has contracted to provide consulting services to plan for specifications for any contract and no business with which the person is associated may serve as a consultant to any person seeking to obtain such contract, serve as a contractor for such contract or serve as a subcontractor or consultant to the person awarded such contract. Pursuant to Connecticut General Statutes § 1-101nn, any person who is found in violation of this paragraph by the Office of State Ethics may be deemed a nonresponsible bidder.
35. **Audit Requirements** - As applicable, the Contractor is subject to Federal single audit requirements pursuant to the Uniform Guidance for Federal Awards and State Single Audit requirements pursuant to General Statutes §§ 4-230 to 4-236 inclusive and to applicable regulations. Contractors exempt from the provisions of these acts may be required to submit to an audit at a time and in a manner prescribed by the Judicial Branch and at the expense of the Judicial Branch. Contractor's responsibilities under this paragraph shall survive the termination or expiration of the Contract.
36. **Notice of Required Representations Regarding Consulting Agreements** - (Applicable to those contracts with a total value to the state of \$50,000 or more in any calendar or fiscal year; see General Statutes § 4a-81 (a))

Section 4a-81 of the Connecticut General Statutes (the "Act") requires that this solicitation include a notice of the required representations regarding consulting agreements described in the Act. Accordingly, bidders are notified as follows:

(a) No state agency or quasi-public agency shall execute a contract for the purchase of goods or services, which contract has a total value to the state of fifty thousand dollars or more in any calendar or fiscal year, unless such contract contains the representation described in paragraph subsection (b) below (see Exhibit A).

(b) (1) Each contract described in paragraph subsection (a) above shall include a representation whether any consulting agreement has been entered into in connection with any such contract. Such representation shall be required if any duties of the consultant included communications concerning business of a state or quasi-public agency, whether or not direct contact with a state agency, state or public official or state employee was expected or made. As used in this section, "consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the state, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction or requests for information or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of Chapter 10 of the Connecticut General Statutes concerning the State's Codes of Ethics, as of the date such contract is executed in accordance with the provisions of this section. (2) Such representation shall be made to the best knowledge and belief of the person signing the contract and shall be subject to the penalty of false statement as provided in § 53a-157b. (3) If such representation indicates that a consulting agreement has been entered into in connection with any such contract, such representation shall include or attach 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, such representation shall indicate his or her former agency and the date such employment terminated.

(c) If a bidder or vendor refuses to agree to the representations required under subsections (a) and (b) above, such bidder or vendor shall be rejected, and the state agency or quasi-public agency shall award the contract to the next highest ranked vendor or the next lowest responsible qualified bidder or seek new bids or proposals.

37. **Gift Representation** - (Applicable to certain contract or contracts having a total value of more than \$500,000 in a calendar or fiscal year; see General Statutes, § 4-250). Section 4-252 (the "Statute") of the Connecticut General Statutes requires that the Request for Proposal or Request for Quotation, of which these Terms and Conditions are a part, include a notice of the bidder representation requirements described in the Statute. Accordingly, pursuant to the Statute, bidders are notified as follows:

(a) The terms "gift," "quasi-public agency," "state agency," "large state contract," "principals and key personnel" and "participated substantially" as used in this paragraph shall have the meanings set forth in the Statute.

(b) No state agency or quasi-public agency shall execute a large state contract unless such contract contains the representations described in this paragraph.

(c) The official or employee of such state agency or quasi-public agency who is authorized to execute state contracts shall represent that the selection of the person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

(d) Any principal or key personnel of the person, firm or corporation submitting a bid for a large state contract shall represent:

(1) That no gifts were 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 participate 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 made is submitting bids or proposals without fraud or collusion with any person.

(e) Any bidder or proposer that does not agree to the representations required under subsection (d) above shall be rejected and the state agency or quasi-public agency shall award the contract to the next highest ranked proposer or the next lowest responsible qualified bidder or seek new bids or proposals.

38. **Iran Certification** - (Applicable to certain contract or contracts having a total value of more than \$500,000 in a calendar or fiscal year; see General Statutes. § 4-250). Section 4-252a of the Connecticut General Statutes (the "Act" for the purposes of this paragraph) requires that the RFP or RFQ, of which these Terms and Conditions are a part, include a notice of the bidder certification requirements described in the Act. Accordingly, bidders are notified as follows:

(a) For the purposes of this paragraph, "state agency" has the same meaning as provided in section 1-79 of the General Statutes, "quasi-public agency" has the same meaning as provided in section 1-120, "large state contract" has the same meaning as provided in section 4-250 of the General Statutes and "entity" means any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization or other business organization whose principal place of business is located outside of the United States, but excludes any United States subsidiary of a foreign corporation.

(b) No state agency or quasi-public agency shall enter into any large state contract, or amend or renew any such contract unless such contract contains a certification that such entity has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.

(c) Any entity who makes a good faith effort to determine whether such entity has made an investment described in subsection (b) above shall not be deemed to be in breach of the contract or in violation of this paragraph. A "good faith effort" for purposes of this subsection includes a determination that such entity is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the state of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this paragraph shall be construed to impair the ability of the state agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the contract.

39. **Summary of State Ethics Laws; Affirmation** - (Applicable to certain construction or procurement contracts having a total value of more than \$500,000; see General Statutes § 1-101mm) (a) The Judicial Branch is required to provide the summary of state ethics laws developed by the Office of State Ethics pursuant to General Statutes § 1-81b to any person seeking a large state construction or procurement contract as defined by General Statutes § 1-101mm (see subsection (d) below). No state agency or institution or quasi-public agency shall enter into a large state construction or procurement contract unless such contract contains a representation that the chief executive officer or authorized signatory of the contract and all key employees of such officer or signatory have

read and understood the summary and agree to comply with the provisions of state ethics law. (To review the current Ethics Guide please go to Current Bid Notices at <https://www.jud.ct.gov/BidNotices/BidNotices.asp>)

(b) Prior to entering into a contract with any subcontractors or consultants, each large state construction or procurement contractor shall provide the summary of state ethics laws described in subsection (a) above to all subcontractors and consultants. Each contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law. Failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the large state construction or procurement contract.

(c) Pursuant to the requirements of General Statutes § 1-101qq, the summary of ethics laws developed by the State Ethics Commission pursuant to General Statutes § 1-81b is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth herein.

40. **Prohibited Interest** - The Contractor warrants that no state appropriated funds have been paid or will be paid by or on behalf of the Contractor to contract with or retain any company or person, other than bona fide employees working solely for the Contractor to influence or attempt to influence an officer or employee of any state agency in connection with the awarding, extension, continuation, renewal, amendment or modification of this Contract, or to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award or making of this Contract.

#### **Federally Mandated Terms**

41. **Americans With Disabilities Act of 1990** - This clause applies to those Contractors which are or will come to be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 (42 USC §12101-12189 and §§ 12201-12213) (Supp. 1993); 47 USC §§ 225, 611 (Supp. 1993). During the term of the Contract, the Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. The Contractor warrants that it will hold the state harmless from any liability which may be imposed upon the State as a result of any failure of the Contractor to be in compliance with this Act.

Where applicable, the Contractor 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.

42. **Notice of Adverse Findings of Discrimination** - Contractors that receive United States Department of Justice funds shall submit directly to the U.S. Department of Justice and the Judicial Branch notice of any adverse findings of discrimination issued within the past three years after the opportunity for a due process hearing by any State or Federal administrative agency or court. Submissions under this provision should be forwarded to: U.S. Department of Justice Programs, Office of Justice Programs, Office for Civil Rights, 810 Seventh Street, N.W., Washington, DC 20531 and the State of Connecticut Judicial Branch, Materials Management Unit, 90 Washington Street, Hartford, CT 06106.
43. **Lobbying Activities** - Unless otherwise specifically required by this Contract, the Contractor certifies that no state or federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any state or federal agency, a Member of Congress or of the Connecticut General Assembly, an officer or employee of Congress or the Connecticut General Assembly, in connection with the making of any Federal or State grant, the entering into of any cooperative

agreement and the extension, continuation, renewal, amendment or modification of any Federal or State grant or cooperative agreement.

If this Contract or a subsequent amendment to this Contract involves a federal grant or cooperative agreement (as defined at 28 CFR Part 69, Appendix A) of over \$100,000, the Contractor further certifies that:

- (a) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form - LLL "Disclosure of Lobbying Activities," in accordance with its instructions; and
- (b) The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, Contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

44. **Suspension or Debarment** - Signature on this Contract certifies that the Contractor or any person (including subcontractors) involved in the administration of state or federal funds:

- (a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court or voluntarily excluded from covered transactions by any Federal or State department or agency;
- (b) Has not within a three-year period preceding this application been convicted of, or had a civil judgment rendered against them for commission of, fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- (c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in subsection (b) above;
- (d) Has not within a three-year period preceding this Contract had one or more public transactions (Federal, State or local) terminated for cause or default.

There shall be an ongoing duty on the part of the Contractor to update any changes to the above paragraphs throughout the term of this Contract.

45. **Compliance with Federal Limited English Proficiency (LEP) Requirements** - Under Title VI and its implementing regulations, all Judicial Branch Contractors and subcontractors are required to take reasonable steps to ensure meaningful access to their programs and activities by limited English proficient (LEP) clients. Individuals who do not speak English as their primary language and who have a limited ability to read, write, speak or understand English can be limited English proficient or (LEP), entitled to language assistance with respect to a particular type of service, benefit or encounter.

Contractor agrees to comply with Federal requirements under Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, et seq., Title VI Regulations, and the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 34 U.S.C. § 10228 (c) (the "Safe Streets Act"), and the Victims of Crime Act, 34 U.S.C. § 20110 (e), prohibiting discrimination based on national origin to ensure access to those with limited English proficiency. Contractor also agrees that it and its subcontractors will attend any LEP training session(s) required by the Judicial Branch.

46. **Prison Rape Elimination Act (PREA)** - The Contractor /Provider shall comply with the United States Department of Justice Final Rule for National Standards to Prevent, Detect, and Respond to Prison Rape under the Prison Rape Elimination Act of 2003 (PREA) 34 U.S.C. § 30301, et seq., including its provisions for Zero Tolerance and employee training. Effective August 1, 2013, any unit of the state or any political subdivision of the state that contracts for or otherwise incarcerates or detains adult or juvenile offenders, shall adopt and comply with applicable PREA Community Confinement, Lockup, and Juvenile Facility Standards with regard to sexual abuse and sexual harassment in lockups, community confinement facilities, and juvenile facilities.

#### **Additional Terms**

48. **System and Organization Controls Reports** - The Contractor shall provide independent audit reports (SOC reports) to provide assurances related to a service organization's internal controls over financial reporting, or as they relate to one or more of the five Trust Services Criteria (TSCs): security, availability, processing integrity, confidentiality and privacy. SOC 1, Type II reports are required for Contractors handling financial transactions and reporting to Judicial, and SOC 2, Type II are required for Contractors considered to be service organizations.

## **Standards and Specifications**

### **1. INTENT**

The State of Connecticut Judicial Branch, Purchasing Services Office, on behalf of the Judicial Branch Office of Victim Services (OVS), is soliciting proposals from qualified life insurance companies or agent and brokers thereof to administer as Contractor, a Structured Settlement Annuity Program for dependents of homicide victims.

### **2. BACKGROUND**

OVS may order payment of compensation to or for the benefit of a dependent of a deceased victim pursuant to Connecticut General Statutes (C.G.S.) Section 54-208. OVS is authorized to accept applications on behalf of a minor made by the minor's parent, guardian, or legal representative pursuant to C.G.S. Section 54-204(a). Currently, OVS follows the provision of the Uniform Transfers to Minors Act (UTMA, C.G.S. Section 45a-558d) when minors are involved. The UTMA, C.G.S. Section 45a-631, sets the threshold for appointing a guardian of a minor's estate at \$10,000.

The maximum award to or for the benefit of the dependent of a homicide victim shall be in an amount not to exceed \$25,000. The claims of the dependents of deceased victims, as provided in Section 54-211(d)(1) of the C.G.S., shall be derivative of the claim of such victim and the total compensation paid for all claims arising from the death of a victim shall not exceed the maximum of \$25,000. It should be noted that Section 54-211(d)(3) of the C.G.S. allows for additional compensation "for good cause" and "upon a finding of compelling equitable circumstances".

This payout is made to, or for, the dependents which can include the spouse, and may be distributed to more than one family member/survivor.

### **3. DEADLINE TO SUBMIT WRITTEN QUESTIONS**

Respondents may submit written questions to clarify this Request for Proposal until **4:00 p.m. on Friday, July 17, 2026**. Written questions must be addressed to Jeanne Roberge and sent via email to [Jeanne.Roberge@jud.ct.gov](mailto:Jeanne.Roberge@jud.ct.gov) by the deadline specified in this paragraph. Questions received after the above date and time may not be answered. All responses will be in writing and posted on the Judicial website ([www.jud.ct.gov](http://www.jud.ct.gov)).

### **4. STRUCTURED SETTLEMENT ANNUITY PROGRAM**

OVS is seeking to continue a Structured Settlement Fixed Annuity Program for the minor dependents of deceased victims whereby the loss of support portion of the award is invested. For example, if \$21,000 is available for 3 minor children, OVS may request 3 annuities of \$7,000 each.

For the period July 1, 2024 through June 30, 2025, OVS processed **55** claims which resulted in **55** annuities totaling **\$446,380**. The Judicial Branch cannot guarantee or predict a minimum number of annuity requests during the term of this contract. The number of annuities requested will be contingent upon homicide rates in Connecticut and the number of eligible victim/minor claimants.

Monies received by the Contractor from OVS must be placed in a fixed interest, tax-free Structured Settlement Annuity as required by OVS in accordance with a compensation award. The annuity must guarantee a lump sum payment to the minor-age dependent(s) upon reaching 18 years of age. The lump sum payment must include principal and interest earned.

**5. MINIMUM QUALIFICATIONS OF RESPONDENTS**

- A. Respondents must be licensed to do business in the State of Connecticut.
- B. The proposal must include a list of the current life insurance companies used by the respondent for the purchase of annuities and their corresponding credit ratings. The life insurance company's most recent credit rating must be equal to or better than those listed below from at least one (1) of the three (3) listed credit rating services:

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

**Note:** The Judicial Branch reserves the right, in its sole discretion, to accept alternative ratings which may not meet the above minimum qualifications but are otherwise deemed at or above "Excellent" or "Very Strong" by the rating agency, if such is determined to be in the best interest of the Judicial Branch.

**6. SCOPE OF SERVICES**

The Contractor shall be responsible for establishing and administering a Structured Settlement Fixed Annuity Program. The Contractor's responsibilities shall include, but not be limited to the following:

A. Annuity Investments

- Upon written request for an annuity from OVS, the Contractor shall invest monies in accordance with Paragraph 4 of the Standards and Specifications of this RFP.
- Provide written confirmation to OVS of receipt and investment of monies.
- Prepare all annuity forms and documents and obtain all required signatures from the minor's parent, guardian, or legal representative to finalize the transaction.
- Provide the dependent(s) with a quarterly statement of the account.

B. Annuity Disbursements

- The Contractor shall notify the dependent(s) upon maturity of an annuity and arrange for disbursement.
- Prepare all closing documents and disbursement checks.
- Provide dependent(s) with a final statement of the account.
- Provide OVS with written notification of all account closings and disbursements.

- The Contractor must make every effort to locate dependent(s) in order to close an account and disburse funds. During this process, the Contractor must provide OVS with written notification of their attempts to locate dependent(s). In the event that the dependent(s) cannot be located within six (6) months of the maturity date of the annuity, all monies due (principal and interest) must be returned to the Judicial Branch via a check made payable to the Treasurer, State of Connecticut. The check and a final statement of the account shall be sent to The Office of Victim Services, 225 Spring Street, Wethersfield, Connecticut, 06109.

### C. Program Management Reporting

Provide a Program Management Report to OVS twice annually. The report shall contain the following:

- Number of annuity investments that were made during the reporting period.
- Amount, term, interest rate, and execution data for each new annuity.
- Total number of active annuities under the program.
- Aggregate number of active annuities under the program.
- Aggregate number of new annuities during the reporting period.
- Number of annuities reaching maturity during the reporting period.
- Aggregate number of disbursements for annuities reaching maturity during the reporting period.
- Fees earned and paid to the Contractor during the reporting period.
- Number and value of each annuity defaulted during the reporting period.

## 7. FEES FOR SERVICE

Respondents shall quote a lump sum administration fee for each annuity issued as specified on the Price Proposal Sheet. The administration fee quoted must be inclusive of all costs associated with the performance of all tasks and responsibilities outlined in Paragraph 6, A-C, *Scope of Services*. **No additional fees/charges will be paid. Fee shall remain firm for the term of the contract.**

## 8. DISCLOSURE OF PROPOSAL CONTENTS

Proposals will be kept confidential until the Judicial Branch awards a contract, unless otherwise required by law. At that time, the Judicial Branch will not disclose or make public any pages of a proposal on which the respondent has stamped or printed "proprietary", or "confidential", or "trade secrets" subject to the following:

- Such data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
- Confidential data are normally restricted to confidential financial information concerning the respondent's organization and data that qualifies as trade secrets or patents, under General Statutes § 1-210.
- The price of products offered or the cost of services proposed must not be designated as proprietary, confidential or as trade secret information, because such pricing information is not exempt from disclosure under General Statutes § 1-210.

If a request is received for disclosure of data for which the respondent has made a written request for confidentiality, the Judicial Branch shall examine the request and make a written determination that specifies which portions of the proposal should be disclosed. The determination of whether documents are required to be disclosed under the Connecticut Freedom of Information Act shall be within the sole determination of the Judicial Branch.

**9. RELATIONSHIP BETWEEN THE PARTIES**

This agreement is a contract for services and not a contract for employment. As such, the Contractor and/or Contractor's employees shall not be entitled to any employment benefits from the State of Connecticut or the Judicial Branch including, but not limited to: vacation, sick leave, holiday pay, insurance, workers' compensation, pension or retirement benefits.

The Contractor and/or Contractor's employees shall not appear as an expert witness against the State and/or the Judicial Branch, its employees, or agents during the term of this agreement or for a period of one (1) year from the termination date of this agreement. Said limitation shall apply in the event of termination with or without cause by either party. The foregoing shall not affect the Contractor's ability to appear before the court if in response to a subpoena or in its own defense or in defense of the State and/or Judicial Branch.

**10. SPECIAL TERMS AND CONDITIONS**

**A. Confidentiality**

Due to the sensitive nature of information that may involve the annuity dependents, the Contractor, the Contractor's key personnel, and other persons involved in processing annuity requests that have access to such information, may be required to sign a confidentiality agreement during the contract term.

**B. Mergers and Acquisitions**

1. This contract, in whole or in part, is not transferable or assignable without the prior written consent of the Judicial Branch.
2. The Contractor shall provide the Judicial Branch with at least ninety (90) days written notice prior to the effective date of any changes in the Contractor's organizational status including, but not limited to: merger, acquisition, transfer of assets, or changes in fiduciary responsibility. To the extent that this section conflicts with paragraph 16 of the Terms & Conditions, this section shall control notice to the Judicial Branch of the Contractor's organizational status.

**C. Non-Renewal**

1. If the Contractor is offered to extend this agreement and elects not to extend this agreement beyond the initial 36-month term in accordance with Paragraph 3 of the Terms and Conditions of the RFP, the Contractor shall notify the Judicial Branch of its desire to forgo the contract extension at least 120 days prior to the contract expiration date.
2. In the event that the Judicial Branch selects a new Contractor, the Contractor agrees to cooperate in the orderly transfer of annuity program information to the Judicial Branch which shall include, but not be limited to: client files, accurate accounting histories of payments, outstanding

annuities, and pending applications for new annuities. To the extent that this section conflicts with paragraph 17 of the Terms & Conditions, this section shall control the Contractor's obligations regarding continuity of services.

3. The contract terms and conditions effective at the time that obligations for an annuity are created shall remain effective without modification, until such time as the Contractor meets such obligations for lump sum settlement by payment to the named beneficiary or payment to the Office of Victim Services in the name of the State of Connecticut, Office of the Treasurer.

## **11. PROPOSAL SUBMISSION GUIDELINES**

### **Section A - General**

- A. Proposals will only be accepted in electronic format if received prior to the posted response deadline. An emailed, pdf or scanned version, of your complete bid can be submitted to: MaterialsManagement@jud.ct.gov and will be accepted if signed by an authorized member of your organization.

In light of potential difficulties related to electronic submission of documents (i.e. documents in excess of 46MB), we recommend sending a separate email to confirm receipt of the bid or proposal.

Email submissions must include a subject line that starts with the bid number (i.e. *"02-2606 bid enclosed"*).

- B. **Proposals must clearly identify the title of the RFP, bid number, date and time proposal is due, and the name and address of respondent.**
- C. **The proposal submitted must include the following:**
  1. Letter of Transmittal: A letter of transmittal addressed to Jeanne Roberge, shall include a statement by the respondent accepting all terms and conditions contained in this RFP and a brief discussion of the respondent's ability to perform this contract in accordance with the Scope of Services. Any exceptions to the stated terms and conditions must be explained in the transmittal letter. Only those terms and conditions identified as exceptions in the letter of transmittal may be considered for negotiation.
  2. Annual Report - A copy of the respondent's most recent annual report highlighting your company's policy holder surplus.
  3. Confirmation from Parent Company - Written confirmation from the Parent Company (if applicable) that guarantees the obligations of the Agent/Broker or subsidiary.
  4. Financial Information - Respondents shall submit the following documents: (1) copies of the respondent's audited financial statement for the past 2 years and, (2) a copy of the respondent's most recent credit rating from at least two (2) of the organizations listed in Paragraph 5 of the Standards and Specifications of this RFP.

5. Page 3 - of this bid document must be completed in its entirety and signed. **Failure to submit this page, signed, is cause for disqualification from the bid process.**
6. Exhibit A-Representation Regarding Consulting Agreement-If applicable, must be submitted with the bid. **Refusal to return the representation is cause for disqualification from the bid process.** If not applicable, Instruction Statement 16(c) on page 3 must be initialed and checked as such. In this situation, submittal of the representation is not required.
7. CHRO Status - Completion of the Contract Compliance Questionnaire, JD-ES-113 (Exhibit B) and the Federal Certification of Compliance JD-ES-113F (Exhibit C).

### **Section B - Experience**

1. Experience - Provide a detailed written summary of your firm's history, experience and capability in providing the financial services specified. Include experience and knowledge of criminal justice organizations.

Provide all necessary documentation to demonstrate that respondent is licensed to do business in the State of Connecticut as required in Paragraph 5.A. of the Standards and Specifications of this RFP.

2. Staff Plan - Identify a Project Manager and all personnel designated to work on this project.

The Staff Plan should also include:

- a. The background and experience of the Project Manager and all personnel.
- b. The areas and levels of responsibility for the Project Manager and all personnel.
- c. The resumes of the Project Manager and all staff.
- d. A copy of your current organizational chart.

3. References – On the form provided, please provide three (3) business references. Include names, addresses, telephone numbers, contact person and email addresses. References should be from recent (within the past 2 years) recipients of respondent's services.

### **Section C – Services Requirements**

1. Work Plan - Clearly describe the approach that will be used for the completion of each of the tasks outlined in Paragraph 6, *Scope of Services*, of the Standards and Specifications of this RFP. The plan shall outline your approach and methodology for handling each task outlined in the *Scope of Services*.

The Work Plan should also include:

- a. The method to be utilized by the respondent to maximize the earnings of monies invested.
- b. A sample of a report that meets the Program Management Reporting requirements specified in Paragraph 6.C, *Scope of Services*, of the Standard and Specifications of this RFP.
- c. The methods utilized by the respondent to locate dependents upon maturity of an annuity.

- d. The method to be utilized by the respondent to maintain current information on annuity maturity dates so that disbursement can be made promptly.

#### **Section D – Price Proposal**

1. **Price Proposal** - Completion of Price Proposal Sheet. **Failure to submit pricing is cause for disqualification from the RFP process. Fee shall remain firm for the term of the contract.**
2. An explanation of all costs quoted.
3. Provide a sample annuity quotation. (Assume a \$21,000 investment with a 5-year maturity date.) Sample quotation should clearly show how the cost quoted on the Price Proposal Sheet would be applied. The quotation shall specify; (1) the total annuity cost with fees, (2) the guaranteed benefit at the end of a 5-year period, and (3) how the benefit was calculated (including interest rate).

#### **12. EVALUATION AND SELECTION**

Proposals will be evaluated in accordance with the following criteria. Respondents submitting the best proposals may be invited for an interview prior to selection. The Judicial Branch reserves the right to award this contract based on the written proposals only.

- The respondent's demonstrated understanding of this program, its purpose and scope as evidenced by the quality of the written proposal submitted.
- Documented proof of respondent's compliance with the minimum qualifications outlined in Paragraph 5 of the Standards and Specifications of this RFP.
- Respondent's financial stability.
- Demonstrated qualifications, skill, and relevant experience of the respondent and respondent's staff in providing the services herein.
- The respondent's methodology and approach to providing the services required, as demonstrated by respondent's proposed service plan.
- Competitiveness of proposed fees and costs.
- Results of interview (if applicable).

#### **13. CONTRACT AWARD**

This contract shall be awarded to the respondent whose proposal is deemed the most advantageous, taking into consideration the evaluation factors set forth in the RFP.

### **REFERENCES**

Provide three (3) references for projects similar to that described in this RFP that have been completed or are scheduled to be completed.

1. Company name: \_\_\_\_\_  
Address \_\_\_\_\_  
Contact name: \_\_\_\_\_  
Email address: \_\_\_\_\_  
Phone #: \_\_\_\_\_  
Brief description of services provided: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
2. Company name: \_\_\_\_\_  
Address \_\_\_\_\_  
Contact name: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Phone #: \_\_\_\_\_  
Brief description of services provided: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
3. Company name: \_\_\_\_\_  
Address \_\_\_\_\_  
Contact name: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Phone #: \_\_\_\_\_  
Brief description of services provided: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Bidder:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## **PRICE PROPOSAL SHEET**

Respondents shall quote a lump sum Administration Fee for each annuity issued. The Administration Fee quoted must be inclusive of all costs associated with the performance of all tasks and responsibilities outlined in Paragraph 6, A-C, *Scope of Services*, of the Standards and Specifications of this RFP.

**No additional fees/charges will be paid. Fee shall remain firm for the term of the contract.**

**Lump sum Administrative Fee:    \$\_\_\_\_\_ /per annuity issued**

**Bidder: \_\_\_\_\_ Date: \_\_\_\_\_**

# **EXHIBITS**

**Exhibit A**  
**REPRESENTATION REGARDING CONSULTING AGREEMENTS**  
**(Pursuant to C.G.S. §4a-81)**

Each contract for the purchase of goods or services having a total value to the state of fifty thousand dollars or more in any calendar or fiscal year (hereinafter "contract") shall include a representation whether any written or oral consulting agreements have been entered into in connection with any such contract.

"Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant, whether an individual or business entity for the purposes of:

- (1) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State of Connecticut;
- (2) contacting, whether in writing or orally, any executive, judicial, or administrative office of the state, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, or requests for information; or
- (3) any other similar activity related to such contracts.

"Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of Chapter 10 of the Connecticut General Statutes (Code of Ethics for Lobbyists) as of the date such disclosure representation is submitted.

Such disclosure representation shall be required if any duties of the consultant include communication concerning business of a state or quasi-public agency, whether or not direct contact with a state agency, state or public official, or state employee was expected or made. The disclosure representation shall include, or have attached thereto, for each consulting agreement listed, the name of the consultant, the consultant's firm, whether the consultant is a former state employee or public official (if so, indicate the consultant's former agency and termination date), the basic terms of the consulting agreement, and a brief description of the services to be provided. This representation will become part of the contract between the Judicial Branch and the contractor.

I, \_\_\_\_\_ (name, title and company name) am the person responsible for signing the contract described in the first paragraph of this Representation, and I hereby disclose the following consulting agreements (if not applicable, indicate "**NONE**", if additional space is needed, attach additional pages and state the number of pages attached):

- 1.
- 2.
- 3.

I understand that this information shall be updated, as necessary, during the pendency of this contract or any extension thereof.

Made to the best of my knowledge and belief, subject to the penalty of false statement as provided in C.G.S. § 53a-157b.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
RFP/RFQ #

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**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 i(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.

#### 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)

White (not of Hispanic Origin)-All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.

Black (not of Hispanic Origin)-All persons having origins in any of the Black racial groups of Africa.

Hispanic- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

Asian or Pacific Islander- 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.

American Indian or Alaskan Native- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

## BIDDER CONTRACT COMPLIANCE MONITORING REPORT

### PART 1 – 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:<br/>(brief description)</p>                                      | <p>Bidder Identification<br/>(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:<br/>(If any)</p>                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <p>Other Locations in CT:<br/>(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?<br/>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.?<br/>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?<br/>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?<br/>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?<br/>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?<br/>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?<br/>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?<br/>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?<br/>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?<br/>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?<br/>Yes <input type="checkbox"/> No <input type="checkbox"/></p> | <p>12. Does your company have a written affirmative action Plan?<br/>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<br>TOTALS | WHITE (not of<br>Hispanic origin) |        | BLACK (not of Hispanic<br>origin) |        | HISPANIC |        | ASIAN or<br>PACIFIC<br>ISLANDER |        | AMERICAN INDIAN or<br>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<br>Cleaning/Maintenance                                             |                   |                                   |        |                                   |        |          |        |                                 |        |                                      |        |
| Construction & Extraction                                                             |                   |                                   |        |                                   |        |          |        |                                 |        |                                      |        |
| Installation, Maintenance<br>& 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?<br>(Check yes or no, and report percent used) |                          |                          |                                    | 2. Check (X) any of the below listed requirements that you use as a hiring qualification<br><br>(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<br>(Check Box)       | NO<br>(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) |
|-------------|---------|---------------|-------------|

## 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**

JD-ES-113F Rev. 7-24  
28 C.F.R. §§ 42.204 (c), 42.207 and 42.301 et seq.

STATE OF CONNECTICUT  
JUDICIAL BRANCH  
SUPERIOR COURT  
www.jud.ct.gov



### Instructions:

1. Complete the identifying information requested below.
2. Under Section I, identify the person responsible for reporting civil rights findings.
3. Under Section II, use EEO Report Builder to determine, create, and download applicable forms and/or reports.
4. Retain applicable forms and/or reports from EEO Report Builder. Do not submit forms and/or reports.
5. 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 Number |
| 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 to Judicial Branch upon request) 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                                  |                  |

For information on ADA accommodations, contact the Centralized ADA Office at 860-706-5310 or go to: [www.jud.ct.gov/ADA/](http://www.jud.ct.gov/ADA/)

## Section II - Equal Employment Opportunity (EEO)

Reporting requirements vary. To help you decide whether you need to prepare an Equal Employment Opportunity Plan (EEOP), refer to the Office for Civil Rights (OCR) EEOP FAQs, including FAQ #61:

<https://www.ojp.gov/program/civil-rights-office/equal-employment-opportunity-program-eeop-faqs>

Per 28 C.F.R. § 42.301-.308 all subrecipients of covered awards greater than \$25,000 must comply with the EEOP requirements.

Subgrantees should use the online EEO Report Builder to determine requirements. The EEO Report Builder will provide a step-by-step method for preparing and completing your EEO Utilization Report and/or Verification Form and can be found at:

<https://eeop.ocr.ojp.gov/certs/sub/homepage>

Subgrantees are required to download and to retain EEO Utilization Reports and/or Verification Forms, as applicable, as proof of compliance with EEOP regulations. **PLEASE NOTE: per Department of Justice guidance, subgrantees (which includes Judicial Branch contractors) should not submit EEO Utilization Reports and/or Verification Forms directly to the Office for Civil Rights.** Instead, subgrantees must furnish EEO Utilization Reports or Verification forms to the Judicial Branch for inspection and monitoring, upon request.

I hereby certify that this funded entity:

1. will comply with the EEOP regulations,
2. has developed an EEOP or claimed an exemption,
3. has downloaded and retained EEO Utilization Reports and/or Verification Forms, as applicable, and
4. will comply with inspection and monitoring by the Judicial Branch.

|                                   |                                      |             |
|-----------------------------------|--------------------------------------|-------------|
| Signed (Authorized Official)<br>▶ | Type or print name of person signing | Date signed |
| Title of signer                   |                                      |             |

## **EXHIBIT E**

**RFP/RFQ #02-2606**

### ***Judicial Branch Personnel Involved in RFQ / RFP and/or Award Process***

#### **Office of the Chief Court Administrator**

|                         |                                  |
|-------------------------|----------------------------------|
| Joan Alexander, Justice | Chief Court Administrator        |
| Anna Ficeto, Judge      | Deputy Chief Court Administrator |

#### **Legal Services**

|                       |                     |
|-----------------------|---------------------|
| Adam P. Mauriello     | Director            |
| James T. O'Connor     | Deputy Director III |
| Cynthia Theran        | Deputy Director III |
| Viviana L. Livesay    | Counsel             |
| Lori A. Petruzzelli   | Counsel             |
| Katharine E. Casaubon | Counsel             |
| Steven Bidwell        | Counsel             |
| Matthew Berardino     | Counsel             |
| Kevin Diadamo         | Counsel             |
| Andrei V. Tarutin     | Counsel             |
| Melissa Patterson     | Counsel             |
| Kaitlin Yu            | Counsel             |

#### **Materials Management Unit**

|                |                   |
|----------------|-------------------|
| Dawn Ashley    | Director          |
| Katie Gallant  | Deputy Director I |
| Jeanne Roberge | Court Planner II  |

#### **Office of Victim Services**

|             |                   |
|-------------|-------------------|
| Marc Pelka  | Director          |
| Lisa Aiello | Program Manager 1 |