



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/RFQ. 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/RFQ 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): Judicial Branch - Purchasing Services	Agency Telephone Number: (860) 706-5200	Bid Number: 03-2606
Return Bid via Email to: <u>MaterialsManagement@jud.ct.gov</u> Attention: Kristen Perez-Wilson Email is the preferred method, please include Bid Number in Subject Line		Date Issued: 07/10/2026
Bid Opening – Date and Time: Wednesday, August 12, 2026 at 2:30 p.m.		Date Bid Required: 08/12/2026
Signed for Agency: <i>Kristen Perez-Wilson</i>	Name and Title: Kristen Perez-Wilson, Buyer	Services Required: November 1, 2026

ITEM/CATEGORY:

☒ **Goods and/or Services Requested:**

**Training Programs on Juvenile and Adult Offender Issues,
Family Matters, and Justice Administration**
Statewide

☒ **Service Locations:**

☒ **Terms and Conditions (attached)**

☒ **Standards and Specifications (attached)**

☒ **Exhibits A, B, C, and E (attached)**

☒ **Attachment A & B**

☒ **Deadline to Submit Written Questions: Friday, July 17, 2026, by 4:00 p.m. (see page 20)**

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) 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 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. (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:			

RFP #03-2606

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 **November, 2026**, subject to availability of funding. Extensions of the Contract, under the conditions of this RFP/RFQ, 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 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, 4th 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 project.

(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

47. **Copyrights**

- (a) **Written authorization from third-parties.** The Contractor shall not reproduce, distribute or prepare derivative works of any materials under this Contract containing the copyrighted works of others without the written consent of the copyright owner, nor shall the Contractor violate any other exclusive rights of such copyright owner not specifically stated herein. The Contractor shall obtain any necessary written authorization(s) for usage of any such third-party materials.
- (b) **Ownership of Judicial Branch Materials.** Unless otherwise indicated, the Judicial Branch retains exclusive rights to ownership in its copyrighted protected works ("Judicial Branch Materials"). All rights are reserved, and any reproduction, distribution, or preparation of derivative works of such Judicial Branch Materials is strictly prohibited unless prior written authorization is obtained from the Judicial Branch.

- (c) **Ownership of Pre-existing Works of Contractor.** For pre-existing works in which the Contractor is the copyright owner, the Contractor agrees to grant the Judicial Branch a perpetual royalty-free, non-exclusive right and license (with the right to sublicense) to reproduce, display, distribute, modify, or make derivative works or otherwise use, for any Judicial Branch purpose, any materials prepared, created, modified or distributed for use in the performance of this Contract, containing or incorporating said pre-existing materials.
 - (d) **Ownership of Works Made for Hire.** The Contractor agrees that any work created or developed under this Contract, in whatever state of completion, is a “work made for hire” within the meaning of the U.S. Copyright Act and that the Judicial Branch shall be the sole and exclusive owner and author of all rights, title and interest in and to any new works created under this Contract or any additions, changes, or other new material added to pre-existing materials under this Contract.
 - (e) **Assignment of Works Made for Hire.** If for any reason the work does not constitute a “work made for hire” within the meaning of the U.S. Copyright Act, the Contractor agrees to transfer irrevocably and to assign to the Judicial Branch ownership of the entire right, title and interest in and to the work and all rights associated with copyrights. Contractor agrees to execute all papers and to perform such other proper acts as the Judicial Branch may deem necessary to secure for the Judicial Branch the rights herein assigned.
48. **Accessibility Compliance for Web Content and Mobile Applications** - The Contractor agrees to ensure that all web content, digital platforms, and mobile applications developed, maintained, or provided under this Contract for or on behalf of the Judicial Branch comply with the accessibility requirements of Title II of the ADA, including the U.S. Department of Justice’s final rule on web content and mobile app accessibility, codified at 28 C.F.R. § 35.200 et seq.

Specifically, the Contractor shall ensure that all covered web content and mobile applications conform to the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, or any more stringent standard required by federal regulation, as of the applicable compliance date of April 24, 2026. The Contractor must demonstrate accessibility compliance in their proposals, using a Voluntary Product Accessibility Template [VPAT] or equivalent documentation. Contractor shall conduct automated and manual accessibility audits of the web content and mobile apps to ensure compliance prior to delivery and shall provide documentation of such testing to the Judicial Branch. The Contractor shall also promptly respond to and remediate any accessibility barriers or noncompliance issues identified by the Judicial Branch or third-party audits at no additional cost, and shall cooperate fully in any evaluations, testing, or requests for documentation relating to digital accessibility. The Contractor must maintain accessibility compliance for all updates and future releases. Any non-compliance with this provision may result in a default under paragraph 13 and give rise to such remedies as provided under this Contract and applicable law.

Standards and Specifications

1. INTENT

The State of Connecticut Judicial Branch through this Request for Proposal (RFP), is soliciting individuals and entities to provide training programs on juvenile and adult offender issues, family matters, and justice administration. Trainings will be provided to the Judicial Branch, Court Support Services Division (JBCSSD) staff and JBCSSD contracted service providers.

2. BACKGROUND

The mission of the Judicial Branch, Court Support Services Division (JBCSSD) is to provide effective support services within the Judicial Branch by working collaboratively with system stakeholders to promote compliance with court orders and instill positive change in individuals, families and communities. JBCSSD contracts with private non-profit agencies to provide a continuum of community-based services for adult and juvenile clients throughout the state, including home-based, center-based and residential program models. The Criminal Justice System is designed to enhance public safety through supervision and accountability, help reduce prison overcrowding, and to offer meaningful, effective programs to reduce recidivism and increase protective factors among justice-involved populations.

For over two decades, the JBCSSD has operated according to a Framework for Recidivism Reduction and offered a continuum of evidence-based programs to its clients. In 2000, the JBCSSD launched the Risk Reduction Initiative. This comprehensive effort encompasses Adult and Juvenile Probation, Pre-trial and Family Services, Residential Services, Contracted Services and nearly all components of the work of JBCSSD. The aim of the Risk Reduction Initiative is to improve services and outcomes for persons served by the court as well as those referred for services from JBCSSD Contractors, to increase the occurrence of lasting behavioral change and lowered recidivism in clients, to provide high quality services to the court, and to improve public safety.

The JBCSSD Training Academy collaborates with internal and external stakeholders to deliver both in-person and virtual training to JBCSSD staff and contracted providers that support the efforts of the Risk Reduction Initiative and professional development. Guided by the motto "Developing JBCSSD's greatest resource, You!", the Training Academy is committed to supporting employee growth and organizational effectiveness through high-quality, targeted education aligned with the agency's Strategic Plan. Training initiatives are designed to meet individual, team, and system-wide needs while fostering a healthy, inclusive workplace. Focused on intra-development (e.g., stress management, leadership, cultural competency), inter-development (e.g., teambuilding, communication), and external development (e.g., evidence-based practices, risk assessment tools, client engagement strategies), the Training Academy aims to ensure practical application of learning in the field and upholds the standards of excellence and accreditation required by JBCSSD.

3. DEADLINE TO SUBMIT WRITTEN QUESTIONS

Respondents may submit questions to clarify this Request for Proposal until **Friday, July 17, 2026, by 4:00 p.m.** Written questions may be sent via e-mail to Kristen Perez-Wilson, Purchasing Services: MaterialsManagement@jud.ct.gov by the deadline in this paragraph. Questions received after the deadline may or may not be answered at the discretion of the Judicial Branch. All responses will be in writing.

4. SCOPE OF SERVICES

The Judicial Branch is soliciting individuals and entities to assist in the execution of its training initiatives by providing high quality training that will (1) enhance the professional knowledge and skills of the participants who work with justice-involved youth and adults, and in the area of family, criminal and civil matters, and (2) educate participants in developing effective management strategies. The Contractor(s) may be asked to develop or modify curriculum on the proposed subject matter on an as-needed basis during the term of the contract. Most classes will be held in-person during normal business hours (Monday-Friday 8am-5pm) at a designated location in the State of Connecticut. Some training sessions may be scheduled during evening hours, Monday through Friday, between 6:00 p.m. and 9:00 p.m. If respondents can provide training during these hours, indicate your availability and include this information on the price sheet. See paragraph 5 for information regarding virtual training.

The Judicial Branch has a separate Contractor who will provide coordination and scheduling for all JBCSSD trainings.

The Contractor(s) shall, at a minimum, conduct the training sessions in a manner that realizes formal training objectives and maximizes individual and group participation. Trainings with high demand may require multiple sessions over a period of time. The Contractor(s) shall provide the necessary document(s), handouts, training aids and equipment that will fulfill the learning objectives and desired outcomes for the training. A Course Content Form must be completed and approved by JBCSSD Training Academy prior to course beginning (**see Attachment A**).

It will be the Contractor's responsibility to keep the Judicial Branch Materials Management - Purchasing Services and the relevant JBCSSD Training Academy staff informed of changes in such Contractor's subject matter curriculum, and to inform the Judicial Branch of any new trainer(s) and provide the Judicial Branch with proof of their qualifications to teach the identified subject matter. **The Judicial Branch prefers that any "work/curriculum" be provided electronically, whenever possible. Changes in curriculum and trainers must be pre- approved by the Judicial Branch.**

This RFP contains only those topics for which ongoing, regular trainings are conducted or plan to be conducted. JBCSSD currently provides considerable training via private Contractors and its own staff. Securing a sufficient pool of qualified trainers to cover these topics is a primary goal of this RFP and, as such, multiple awards will be made. Furthermore, this RFP contains topics for which

specific trainer certifications are required. Respondents are urged to consider this and must submit acceptable proof to be considered for award (as applicable).

5. **VIRTUAL TRAINING**

In addition to in-person training, Contractor(s) agree(s) to deliver remote training sessions via virtual platforms (audio and visual) to JBCSSD staff and JBCSSD-contracted provider staff. Contractors shall indicate virtual training options within their price proposals. Virtual trainings shall be conducted from a space free of interruptions/disruptions, and conducive to a learning environment. The Judicial Branch utilizes Microsoft TEAMS for all virtual needs. Bidders may propose their own virtual platform so long as it can support the capacity and needs of this RFP and the training(s) being proposed.

6. **TRAINING CURRICULUM**

The following is a complete list of core trainings that are provided to adult and juvenile contracted program staff and/or JBCSSD adult, juvenile and family staff. The anticipated frequency is noted for each training. However, the frequency may change based on staffing needs and enrollment.

These trainings represent those for which JBCSSD has standardized as part of their programming, and are considered critical to maintaining quality service delivery to clients. These trainings require training certification by the author/developer or their designee. As such, proof must be submitted that the proposed trainer(s) has the required certification or meets or exceeds those requirements.

The Contractor shall ensure that all instructors hold current and valid certifications recognized by the appropriate governing or accrediting bodies. All curriculum and instructional materials shall be fully aligned with the most recent versions of applicable statutes, regulations, policies, and nationally recognized standards at the time of training delivery. The Contractor is responsible for ensuring that all certifications and curriculum content remain current throughout the term of the contract and are updated promptly to reflect any changes in applicable laws, policies, or professional standards. Upon request, the Contractor shall provide documentation verifying certification status and curriculum revision dates.

Train the Trainer:

JBCSSD is interested in continuing to develop self-sufficiencies in providing certain training topics with in-house staff and thus are interested in Train the Trainer modules. These trainings shall be delivered in alignment with the proposed training topic. Contractors shall incorporate the Train the Trainer topic as an integrated element of the overall training proposal. The Train the Trainer topics are noted below.

Preference may be given to proposals where multiple training topics are offered by one bidder.

CSSD may meet with the Contractor to review the curriculum and at that time we can provide the Contractor with info regarding the audience (i.e., Adult Probation Officers, Pretrial, etc.).

Training topics, with certification required and anticipated frequency:

- **Carey Guides / Case Planning**
Must be certified by Carey Group
Quarterly
- **Collaborative Casework for Women (CCW) and CCW Train the Trainer**
Must be certified by Orbis Partners, Inc.
Two times per fiscal year
- **DCRT De-Escalation Control Restraint Training (Train the Trainer only)**
Must be certified by KFD Training & Consultation, LLC
As needed, anticipated once every three fiscal years
- **Defensible Use-of-Force Reporting: Articulation, Analysis, and Documentation (Train the Trainer only)**
Must be certified by KFD Training & Consultation, LLC
As needed, anticipated once every three fiscal years
- **Family Triage**
Must be certified by University of Toronto
One time per fiscal year
- **Gender Responsive Interactive Journaling (GRIJ) and GRIJ Train the Trainer**
Must be certified by The Change Companies
Two times per fiscal year
- **Girls Circle and The Council for Boys and Young Men**
Must be certified by One Circle Foundation
Quarterly
- **Handcuffing and Baton Training (Train the Trainer only)**
Must be certified by KFD Training & Consultation, LLC
As needed, anticipated once every three fiscal years
- **L.E.A.D.S. Law Enforcement Active De-Escalation Strategies Instructor Training (Train the Trainer only)**
Must be certified by KFD Training & Consultation, LLC
As needed, anticipated once every three fiscal years
- **L.O.C.K.U.P Certification (Train the Trainer only)**
Must be certified by KFD Training & Consultation, LLC
As needed, anticipated once every three fiscal years
- **L.O.C.K.U.P Control and Restraint Instructor Training (Train the Trainer only)**

Must be certified by KFD Training & Consultation, LLC.

As needed, anticipated once every three fiscal years

- **Protective+ Risk Observations for Eliminating Sexual Offense Recidivism (PROFESOR)**
Must be certified by the Global Institute of Forensic Research
One time per fiscal year
- **PATHWAYS, 5th Edition**
Must be certified by Center for Gender and Justice (Stephanie Covington)
One time per fiscal year
- **Risks and Decisions**
Must be certified by A.R. Phoenix Resources, Inc.
One time per fiscal year
- **Tactical Ground Control and Edged Weapon Defense (Train the Trainer only)**
Must be certified by KFD Training & Consultation, LLC
As needed, anticipated once every three fiscal years
- **Triple Instructor Certification – Handcuffing, OC Spray, and Baton (Train the Trainer only)**
Must be certified by KFD Training & Consultation, LLC
As needed, anticipated once every three fiscal years

Materials and Equipment

Contractors and Trainers shall provide their own materials and equipment necessary for the training course being provided. This includes but is not limited to: copies of handouts, flash drive/ thumb drive, laptops, presentation clicker, flip chart, and other training specific items and supplies.

JBCSSD will provide the A/V equipment for connecting the trainer's laptop to project the training presentation. Laptops must have an HDMI port. **For materials that are highly specialized or proprietary, JBCSSD will reimburse for those items at the cost noted on the Price Proposal Sheets.**

7. MINIMUM REQUIREMENTS

All trainers must, at a minimum, have:

- At least three (3) years of experience and expertise in teaching professionals; knowledge, training and/or experience in the Adult Learning Theory, in the proposed subject matter.
- A Bachelor's degree or greater (Six years of professional experience may be substituted for a Bachelor's degree).
- Necessary documentation to verify the trainer is qualified and/or certified to deliver curricula requiring specialized certification, if applicable.

During the contract, additional trainers will be allowed only if those originally proposed are no

longer available. Subsequent trainers must meet the noted requirements above and must be approved by Judicial Branch Purchasing Services prior to service provision.

8. ADA COMPLIANCE

Due to federal standards for government agencies under the Americans with Disabilities Act (ADA), all training materials, including but not limited to PowerPoint presentations and supplemental digital content must comply with the Web Content Accessibility Guidelines (WCAG) 2.1AA standards. This requirement ensures that all participants, including individuals with disabilities, have equal access to training content. Contractors are responsible for creating materials that meet accessibility standards, such as providing sufficient color contrast, alternative text for images, captions for videos, properly tagged documents, readable fonts, and accessible navigation. Contractors are required to submit documentation that shows their materials are compliant with WCAG 2.1AA. The Contractor may use the ADA compliance tool of their choice and for the purposes of documentation, either stamp their documents as WCAG 2.1AA compliant or provide a report from the compliance tool. All documents must include such documentation before use.

9. SELECTION PROCESS

Respondents to this RFP, or Contractors/trainers during the term of the contract, may be asked for an interview or to submit an example of work that demonstrates quality of experience in a proposed subject matter prior to selection and/or engagement(s), when requested.

10. STATE EMPLOYMENT

The Contractor and any staff assigned to this contract must disclose any current or past State of Connecticut employment (do not include Contractor status). If any identified staff member is a current employee with the state, they may be required to complete the CT-HR-10 (**Attachment B**) or other required documentation.

11. RECRUITMENT

The Contractor and the Judicial Branch agree not to recruit employees who are currently employed (or who were employed in the last 6 months) by the other party unless written permission is obtained from the other party. This provision shall remain in effect for a period of six (6) months after termination of this agreement.

12. SAFE WORK ENVIRONMENT

Contractors agree to comply with all applicable public health guidelines adopted by the State of Connecticut or the Judicial Branch during the term of this contract. This includes but is not limited to adherence to infection control practices. Contractors must remain flexible in adjusting delivery methods (e.g., in-person or virtual) in response to evolving public health conditions.

13. FEE PROPOSAL

Respondents shall quote fixed rates as requested on the Price Sheets for each proposed training.

All training rates must include all fees and other associated expenses, **excluding travel for out of state trainers.** Travel expenses must be preapproved by JBCSSD and will be reimbursed at the Federal Government reimbursement rates. Reasonable travel expenses shall only be considered for in-person training events completed by trainers who are located outside of Connecticut. No additional fees will be paid.

Prep time is intended for new courses or courses that are customized at CSSD's request. Prep time is not for repeated use on existing courses. A limited amount of prep work will be payable at a maximum of 4 hours per 12 hours of instruction. Any additional prep time must be pre-approved by the JBCSSD Training Academy. Prep time must be invoiced at the quoted hourly rate.

The Judicial Branch reserves the right to cancel, without cost to the Branch, any training scheduled by providing at least 7 days' prior written notice to the Contractor. Trainings cancelled by JBCSSD with less than 7 days' notice will be subject to a fee outlined on the Price Proposal. Trainings which must be rescheduled due to inclement weather are not subject to this fee and will be rescheduled at a mutually agreeable date and time.

Contractors who cancel trainings, regardless of the timeframe, forfeit all fees/costs. Frequent cancellations may result in the reduction of future training opportunities for the Contractor.

14. PAYMENT FOR SERVICES

Invoices shall be submitted by the Contractor(s) by the 15th of the month for services performed the prior month. All payments to the Contractor(s) shall be authorized by the Executive Director of JBCSSD or a designee.

Invoices shall contain the following information:

- Name of training
- Date of training
- Trainer Name
- Invoice Number
- Name of the JBCSSD Training Coordinator/Requestor
- Contract # to verify pricing

- Services/Cost Breakdown, Price Rate (half or full day/per hour, prep charge, or other approved charges)
- Cancellation Date(s) and Charge(s) (if applicable)
- Materials (itemized with quantity, cost per unit, and total cost)
- Pre-Approved Travel Expenses with attached receipts (if applicable)

All invoices and invoice-related questions should be emailed only to: cssd.trainingacademy@jud.ct.gov. Please include in the subject line: "Invoice, Contractor name, and dates of service (month/year)."

The Contractor(s) shall ensure the details on the invoice are accurate. Payment under this Agreement, and any duly executed written amendment hereto, will only be made by the Judicial Branch to the Contractor upon the timely receipt by the Judicial Branch of an invoice submitted by the Contractor. **Note: Failure to submit accurate and timely invoices may delay payment and/or result in the reduction of future training opportunities for the Contractor.**

Upon JBCSSD's receipt of the invoice, you will receive a confirmation email. If there are any issues with the invoice, you will be contacted within 5 business days from the date the invoice was received. If you do not receive payment within 45 calendar days of JBCSSD's receipt of the invoice, please email cssd.trainingacademy@jud.ct.gov for an update.

15. **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, and pension or retirement benefits.

16. **COPYRIGHTS AND PUBLICATIONS**

The Contractor(s) warrants that it will obtain any necessary authorization(s) for use of any copyrighted material that it distributes and uses for training under this Agreement. The Contractor(s) further agrees that any publication, press release, newsletter, issue analysis, request for qualification, bid solicitation or any other document describing projects or programs funded wholly or in part with funds awarded by the Judicial Branch shall contain the following statement:

"This project is supported with monies awarded by the Connecticut Judicial Branch. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the Connecticut Judicial Branch."

The Contractor(s) or any of its agents shall not claim a copyright interest in data and information obtained under press release, newsletter, issue analysis, request for qualification, bid solicitation or any other document describing projects or programs funded wholly or in part with funds awarded by the Judicial Branch. Data shall mean all results, technical information and materials developed and/or obtained in the performance of the services hereunder, including but not limited to all

reports, surveys, plans, charts, recordings (video and/or sound), pictures, curricula, public awareness or prevention campaign materials, drawings, analyses, graphic representations, computer programs and printouts, notes and memoranda, and documents, whether finished or unfinished, which result from or are prepared in connection with the programs and services performed hereunder.

17. OWNERSHIP OF SUBSEQUENT PRODUCTS

Any product, in whatever state of completion and whether acceptable or unacceptable, that is developed under this contract shall be the sole property of the Judicial Branch. Contractor agrees that work performed under this contract is a "work made for hire" and that the Judicial Branch shall be the sole and exclusive owner and copyright proprietor of all rights, title and interest in and to the work.

If for any reason the work does not constitute a "work made for hire" under applicable law, the Contractor agrees, to the extent that such rights are held exclusively, to provide irrevocable transfer and assignment to the Judicial Branch ownership of the entire right, title and interest in and to the work and all rights associated with copyrights. Contractor agrees to execute all papers and to perform such other proper acts as the Judicial Branch may deem necessary to secure for the Judicial Branch the rights herein assigned.

18. EVALUATION AND SELECTION

All proposals will be evaluated by training topic in accordance with the following criteria. The respondents submitting the best competitive proposals MAY be invited to an interview prior to the final selection.

- Understanding of the requested services, its purpose and scope as evidenced by the written proposal submitted.
- Demonstrated knowledge, experience and capabilities of the organization/staff relative to the types of services requested herein.
- Methodology and approach to the services and tasks specified in the Scope of Services and respondent/staff level of commitment of this contract and ability to provide high quality deliverables as detailed in the respondent's proposal.
- References.
- Competitiveness of price.
- CHRO status - Contract Compliance Questionnaire.

19. SUBMISSION REQUIREMENTS

- A. Respondents shall submit proposals as noted below to the Materials Management Unit via fax or email as noted on page 1 of this RFP prior to the published deadline for submission. **Late proposals will not be accepted.**
- B. An emailed, pdf or scanned version of your completed bid can be submitted to: MaterialsManagement@jud.ct.gov and will be accepted if signed by an authorized member of your organization. A faxed submission is also acceptable.

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

Email submissions should include a subject line that starts with the bid number (i.e. "03-2510A bid enclosed").

- C. The proposal submitted must include the following and be labeled accordingly:
1. Letter of Transmittal - A letter of transmittal addressed to Kristen Perez-Wilson, Purchasing Services, 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 requirements contained herein. 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. Statement of Interest, to include:
 - o Proposed subject matter(s). Respondents shall clearly identify all topics for which they are proposing to train on.
 - o Respondent's availability, including availability to teach evening classes and/or virtual classes
 - o Any limitation on travel within the state
 - o Identify the point of contact for scheduling trainings.
 3. Experience - Provide a brief summary of your organization and experience with training services and coordination of services. Provide detailed background information for each proposed trainer including:
 - A. Current resume, including education, experience teaching adults (consistent with the Adult Learning Theory), developing curriculum for adult education or developing adults as faculty, especially professionals. If proposing to provide a Train the Trainer program, provide experience specific to Train the Trainer (number of years, number of classes conducted).

- B. Describe the (level) types of professionals with whom you have worked as instructor, curriculum developer or faculty developer.
 - C. Include current certificates/credentials that each trainer identified holds to qualify as a provider for the proposed services, including documentation for those for which certification is necessary.
 - D. Describe any experience teaching distance learning classes. What virtual platform do you use and describe how it meets the capacity and needs noted in this RFP, and the training(s) you are proposing.
 - E. Provide your plan for maintaining certified trainers in the event of trainer attrition/turnover.
4. Curricula -For each proposed topic, submit a Course Content Form (see **Attachment A**), the curricula Table of Contents, training materials and PowerPoint (this can be a pdf of the slides), how the materials and PowerPoint meet ADA Compliance requirements, and how the effectiveness of the training will be evaluated. Note which materials are proprietary or highly specialized. For each proposed Train the Trainer topic - include all of the above, as well as will the training result in attendees being certified (if so, explain the certification), are there any recertification requirements, is there any post-training evaluation/assessment of trainers.
5. References - Provide three (3) company references for similar training or curriculum development projects. Include names, addresses, telephone numbers, email address, and contact person. (Note: References for a specific trainer may be requested but are not required with proposal submission.)
6. Price Proposal - Completion of Price Proposal Sheets. **Failure to submit pricing will be cause for disqualification from the RFP process.**
7. Page 3 - of this bid document must be completed in its entirety and signed. **Failure to submit this page will be cause for disqualification from the bid process.**
8. Exhibit A - Representation Regarding Consulting Agreement - If applicable, must be submitted with the bid. Refusal to return the representation will be cause for rejection 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.
9. CHRO Status: Completion of the Contract Compliance Questionnaire, JD-ES-113 (Exhibit B) and the Federal Certification of Compliance JD-ES-113F (Exhibit C).
10. Form CT-HR-10, if applicable.

PRICE PROPOSAL SHEET 1 of 2										
RFP #03-2606	TRAINING TOPICS	Prep Time Hourly Rate	In-Person Rates		Virtual Rates		Will Out of State Travel Cost apply? (Y or N)	Cancellation Fee (when applicable)	Cost of Proprietary or Highly Specialized Materials	Trainer's Name (list all trainers for each subject matter)
			1/2 Day	Full Day	1/2 Day	Full Day				
	Carey Guides - Case Planning									
	Collaborative Case Work for Women									
	Family Triage									
	Gender Responsive (GRJ)									
	Girls Circle and The Council for Boys and Young Men									
	PROFESSOR									
	PATHWAYS									
	Risks and Decisions									

PRICE PROPOSAL SHEET 2 of 2										
RFP #03-2606	TRAIN THE TRAINER TOPICS	Prep Time Hourly Rate	In-Person Rates		Virtual Rates		Will Out of State Travel Cost apply? (Y or N)	Cancellation Fee (when applicable)	Cost of Proprietary or Highly Specialized Materials	Trainer's Name (list all trainers for each subject matter)
			1/2 Day	Full Day	1/2 Day	Full Day				
	Collaborative Case Work for Women									
	DCRT De-Escalation Control Restraint Training									
	Defensible Use-of-Force Reporting: Articulation, Analysis, and Documentation									
	Gender Responsive (GRJJ)									
	Handcuffing and Baton									
	L.E.A.D.S.									
	L.O.C.K.U.P.									
	L.O.C.K.U.P Control and Restraint									
	Tactical Ground Control and Edged Weapon Defense									
	Triple Instructor Certification - Handcuffing, OC Spray, and Baton									

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-81i(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

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

PART II – Bidder Nondiscrimination Policies and Procedures

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

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

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

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

PART IV - Bidder Employment Information

Date:

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

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

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification (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 (Check Box)	NO (Check Box)	% of applicants provided by source			
State Employment Service	☐	☐			Work Experience	
Private Employment Agencies	☐	☐			Ability to Speak or Write English	
Schools and Colleges	☐	☐			Written Tests	
Newspaper Advertisement	☐	☐			High School Diploma	
Walk Ins	☐	☐			College Degree	
Present Employees	☐	☐			Union Membership	
Labor Organizations	☐	☐			Personal Recommendation	
Minority/Community Organizations	☐	☐			Height or Weight	
Others (please identify)	☐	☐			Car Ownership	
	☐	☐			Arrest Record	
	☐	☐			Wage Garnishments	

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

(Signature)	(Title)	(Date Signed)	(Telephone)
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EXHIBIT C

**CERTIFICATION OF COMPLIANCE WITH
STATUTES, REGULATIONS AND ASSURANCES
OFFICE FOR CIVIL RIGHTS, OFFICE OF JUSTICE PROGRAMS
FOR CONTRACTS WITH THE STATE OF CONNECTICUT JUDICIAL BRANCH**

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 13186).
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/

Section II - Equal Employment Opportunity (EEO)

Reporting requirements vary. To help you decide whether you need to prepare an Equal Employment Opportunity Plan (EEO Plan), 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)



Type or print name of person signing

Date signed

Title of signer

EXHIBIT E

RFP/RFQ #03-2606

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

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
Kristen Perez-Wilson	Administrative Trainee

Court Support Services Division

Gary Roberge	Executive Director
Catherine FoleyGeib	Director of Operations
Julie Revaz	Director of Administration
Daisy Rosado-Hack	Deputy Director III
Mikisha Bellamy	Manager of Administrative Services II

ATTACHMENTS A and B

GO TO WEBSITE FOR LINK TO ACCESS THESE FORMS