

CONNECTICUT STATE DEPARTMENT OF EDUCATION

BUREAU OF HEALTH/NUTRITION, FAMILY SERVICES

AND ADULT EDUCATION

Request for Proposal (RFP)

National School Lunch Program (NSLP) Equipment Assistance Grants

Application Due Date: May 21, 2015

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Levy Gillespie
Equal Employment Opportunity Director
Connecticut State Department of Education
25 Industrial Park Road
Middletown, Connecticut 06457
(860) 807-2071
levy.gillespie@ct.gov

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National School Lunch Program Equipment Assistance Grants

BACKGROUND

The Fiscal Year (FY) 2014 Agriculture Appropriations Act has provided funds to State agencies to competitively award equipment assistance grants to eligible School Food Authorities (SFAs) participating in the National School Lunch Program (NSLP). These funds will allow SFAs to purchase equipment to serve healthier meals that meet the updated meal patterns, improve food safety and expand access.

GRANT PERIOD – *April 1, 2015, through August 31, 2015*

The United States Department of Agriculture (USDA) encourages grant recipients, through whatever means available, to fully expend their NSLP equipment assistance grants within the specified timeframe. **SFAs must complete their procurement and expenditure activities by July 31, 2015.** There are no exceptions to or waivers from this requirement.

SFAs that are unable to fully expend their grant amounts must return the unliquidated funds to the State Agency prior to August 31, 2015. Any returned funds will be allocated to the next applicant approved for an equipment grant that had not received funds during the initial competitive grant application process.

ELIGIBLE APPLICANTS

The Connecticut State Department of Education (CSDE) must award these grants via a competitive grant process to SFAs, giving priority to high need schools where 50 percent or more of the enrolled students are eligible for free or reduced price meals. In addition, priority is given to schools that did not receive a previous NSLP Equipment Assistance Grant award under the American Recovery and Reinvestment Act of 2009 and the FY 2010 Agriculture Appropriations Act.

FUNDING

Total funds available are \$278,079. The CSDE will accept RFPs for \$1000 or more (see section on Overall Use of Funds for further clarification). Due to the limited funds available under this grant, there is a maximum award limit of \$20,000 to any one SFA. The CSDE will distribute awarded funds through the CSDE prepayment grant system.

The CSDE reserves the right to make grant awards under this program based on scoring criteria alone (see page 5). The CSDE reserves the right to limit or prorate the award amounts based on the number and need of applicants. Grants are not final until the award letters are executed. The level of funding, reporting requirements and effective dates of the project will be set forth in the notification of the grant award.

OVERALL USE OF FUNDS

Proposals may include the acquisition, renovation or replacement of equipment. In accordance with the Connecticut State Comptroller's definition of equipment, this category includes all items of equipment (machinery, tools, furniture, vehicles, apparatus, etc.) with a value of over \$1,000 and the useful life of more than one year and data processing equipment that has a unit price under \$1,000 and a useful life of not less than five years. Therefore, the CSDE will accept requests for equipment costs of \$1,000 or more per unit.

In addition, grant requests may include any costs that are reasonably required to procure new equipment and place it in service, including delivery, installation, testing, and disposition of the old equipment. For example, the purchase of a walk-in freezer for the school food service would be an allowable cost, which could include the cost of minor alterations necessary for installation or operation. However, a general renovation of the food service area would fall under the category of construction costs, which must be borne by the school district's general fund.

As with all federal grant funds, equipment procured using these grant funds must be necessary, reasonable, and allocable. **SFAs are required to follow all federal, state and local procurement laws when purchasing equipment with these grant funds.**

In expending USDA award funds for equipment and products, grantees and sub-grantees must comply with the Buy American Act, 41 U.S.C. 10a-c.

PURPOSE OF THE NSLP EQUIPMENT ASSISTANCE GRANTS

These funds will allow SFAs to purchase the equipment needed to meet the new nutritional standards for schools. The following are the USDA Focus Areas for the NSLP Equipment Assistance Competitive Grants:*

- **Food Quality:** Equipment that improves the quality of school nutrition meals in ways that support the new USDA nutrition standards.
- **Food Safety:** Equipment that improves the safety of food served in the school meals programs.
- **Energy Efficiency:** Equipment that improves the overall energy efficiency of the school food service operations.
- **Expand Participation:** Equipment that allows SFAs to support, improve or expand participation in the NSLP or School Breakfast Program (SBP).

**One piece of equipment may cover more than one focus area.*

SCORING CONSIDERATIONS

The CSDE will consider various factors including, but not limited to, the following:

- opportunities to realize a meaningful impact on nutrition and quality of meals (e.g., replacing fryers with combination steamer-ovens);
- strategies for adopting Smarter Lunchrooms (e.g. lunchroom changes that provide more convenience and appeal to the student population, highlighting healthier choices, redesigning menus that target healthier entrees/options);
- the availability of existing State and local funding for equipment purchases; and
- age of food service equipment.

PROJECT REPORTING

The obligation of funds will be tracked in the Federal Programs Reporting System. The Food and Nutrition Service Regional Program Offices will be responsible for collecting quarterly progress activity reports from State agencies that include the following information:

- types of equipment purchased;
- accomplishments and challenges in expenditure activities;
- impact on the school food service operation of purchased equipment;
- reason(s) for any unliquidated funds; and
- potential return of equipment.

The CSDE will require complete accountability of the use of these grant funds, thus all grantees will submit accountability reports as requested in a format provided by the CSDE. Each grant recipient must submit a summative report of the purchase and installation of the equipment funded pursuant to this grant. Additional information will follow. Grantees must provide a final project report to jackie.schipke@ct.gov on or before **September 30, 2015**. Any funds not expended by August 31, 2015, will be forfeited.

APPLICATION DEADLINE

Proposals (original and three copies), IRRESPECTIVE OF POSTMARK DATE AND MEANS OF TRANSMITTAL, must be received by 4:00 p.m. on Thursday, May 21, 2015. THE CSDE WILL NOT GRANT EXTENSIONS.

The original proposal must bear an original signature of the food service director and of the authorized representative of the SFA. An original signature is also required on the Standard Statement of Assurances, which is a component of all proposals.

Questions should be directed to Jackie Schipke at 860-807-2123 or jackie.schipke@ct.gov. Applications may be mailed or hand delivered to:

**Jackie Schipke, Education Consultant
Connecticut State Department of Education
Bureau of Health/Nutrition, Family Services and Adult Education
25 Industrial Park Road
Middletown, CT 06457**

APPLICATION REQUIREMENTS

A. Obligations of Grantees

All bidders are hereby notified that the grant to be awarded is subject to contract compliance requirements as set forth in Connecticut General Statute (C.G.S.) Sections 4a-60 and 4a-60a and Sections 4a-68j-1 et seq. of the Regulations of Connecticut State Agencies.

Furthermore, the grantee must submit periodic reports of its employment and subcontracting practices in such form, in such manner and at such time as may be prescribed by the Commission on Human Rights and Opportunities.

B. Assurances

Each application must include a Statement of Assurances undersigned by the authorized official of the district (pages 11-14).

C. Freedom of Information Act

All of the information contained in a proposal submitted in response to this RFP is subject to the provisions of the Freedom of Information Act (FOIA), C.G.S. Section 1-200 et seq. The FOIA declares that except as provided by federal law or state statute, records maintained or kept on file by any public agency (as defined in the statute) are public records and every person has the right to inspect such records and receive a copy of such records.

D. Management Control of the Program and Grant Consultation Role of CSDE Personnel

The grantee must have complete management control of this grant. While the CSDE staff may be consulted for their expertise, they will not be directly responsible for the selection of sub-grantees or vendors, nor will they be directly involved in the expenditure and payment of funds.

Initials of
Scorer: _____

Total Score: _____

Connecticut State Department of Education

**National School Lunch Program Equipment Assistance Grant
Scoring Criteria Form**

School District: _____ Free and Reduced Eligibility: _____%

School/Site Name: _____ Project Number: _____

Reader Instructions: Give the proposal a score that best describes its attributes in each category. Add scores for all the sections and record the total number in the above “Total Score” box. The total maximum score is 100.

<i>Bid or Quote</i>	YES – Firm 15 points	Not Firm 5 points		No Quote 0 points
A firm bid or quote has been submitted. <i>Max. 15 points</i>				
<i>Focus Area(s)</i>	EXCELLENT 30 points	GOOD 20 points	MARGINAL 10 points	INADEQUATE 0 points
The proposed equipment addresses at least one of the following focus areas: food quality, food safety, energy efficiency or expanded participation. <i>Max. 30 points</i>				
<i>Assurance to Meet Timeline</i>	EXCELLENT 15 points	GOOD 10 points	MARGINAL 5 points	INADEQUATE 0 points
The proposal clearly describes the ability to expend funds within the specified time frame. <i>Max. 15 points</i>				
<i>Budget</i>	EXCELLENT 20 points	GOOD 10 points	MARGINAL 5 points	INADEQUATE 0 points
The budget provides sufficient support for success, is cost effective, and appears reasonable based on project and financial status of applicant. Review the Budget and Narrative. (pages 7 and 9) <i>Max. 20 points</i>				
<i>Free/Reduced Eligibility Percentage</i>	50% or higher Eligibility 20 points	30-49.9% Eligibility 10 points		Less Than 30% Eligibility 0 points
<i>Max. 20 points</i>				
<i>Previously received USDA equipment funding</i>	NO 0 points		YES Minus 15 points	
<i>Max 0 points. Deduct 15 points if previously received funds.</i>				
<i>Original and 3 copies of RFP submitted?</i>	YES 0 points		NO Minus 5 points	

Strengths:

Weaknesses:

NSLP EQUIPMENT ASSISTANCE GRANT PROPOSAL

Submit one proposal and budget page per site

Applicant School Food Authority

SFA Name: _____ Agreement Number: _____

Address: _____

Name of School/Site Where Equipment Will Be Used or Installed:

Did this school previously receive an equipment grant with USDA funding? YES NO

Equipment Requested: _____

Total Amount Requested: \$ _____ Number of Children to Benefit: _____
(Limit \$20,000 total per SFA)

Agency Contact Person

Name: _____

Phone Number of Contact Person: _____

E-mail Address of Contact Person: _____

I, _____, the undersigned authorized chief administrative official of this School Food Authority, submit this application on behalf of the participating agency, attest to the appropriateness and accuracy of the information contained herein, and certify that this application, if funded, will comply with all relevant requirements of Public Law 111-296 (inclusive) and that the Statement of Assurances and all other assurances made herein will be fully implemented.

Signature: _____ Title: _____

Name (typed): _____ Date: _____

In addition, as the Director/Manager/Supervisor of Food Services, I am aware of this grant application.

Signature: _____, Director/Manager/Supervisor of Food Services

Name (typed): _____ Date: _____

DESCRIPTION OF PROPOSED PURCHASE

1) **Submit a firm quote or bid for the equipment along with detailed information on installation and labor costs. Grant submissions without a firm written quote(s) will not be submitted for scoring.**

2) **Type of Equipment Requested:**

- New Equipment**
- Replacement of Equipment** *Age of equipment being replaced: _____*
- Renovation of Equipment** *Age of equipment being renovated: _____*

3) **Explain how this piece of equipment will improve what you are doing and make a difference in the school nutrition program. Please indicate which of the four focus areas the equipment will enhance. Be as specific as possible in your written explanation.**

- Improve the Quality of School Meals**
- Improve Food Safety**
- Improve Energy Efficiency**
- Allow For Extra Participation in the NSLP and/or SBP**

4) **Briefly describe an estimated timeline for the purchase and installation of the proposed equipment.**

5) **Submit the following (one original and three copies):**

- ✓ **this proposal (maximum of two pages);**
- ✓ **firm quote(s) or bid(s) for the proposed equipment and services;**
- ✓ **the proposed budget and budget narrative (pages 8 and 10); and**
- ✓ **the signed Statement of Assurances with original signature of the Authorized Representative (pages 11-14).**

FOR STATE AGENCY USE ONLY

October 2014 free and reduced enrollment percentage for this school/site: _____ %

Budget Object Codes

This list is a description of the codes in the budget. The list is provided to help you in designing your budget for the program.

- 400 Purchased Property Services.** Services purchased to operate, repair, maintain, and rent property owned or used by the grantee. These services are performed by persons other than grantee employees. While a product may or may not result from the transaction, the primary reason for the purchase is the service provided.
- 500 Other Purchased Services.** Amounts paid for services rendered by organizations or personnel not on the payroll of the grantee (separate from Professional and Technical Services or Property Services). While a product may or may not result from the transaction, the primary reason for the purchase is the service provided.
- 600 Supplies.** Amounts paid for items that are consumed, worn out, or deteriorated through use; or items that lose their identity through fabrication or incorporation into different or more complex units or substances.
- 700 Property.** Expenditures for acquiring fixed assets, including land or existing buildings, improvements of grounds, initial equipment, additional equipment, and replacement of equipment. For most grants only equipment such as computers, duplicating machines, furniture, and fixtures is allowable and the line item description on the budget will read Property/Equipment only. Other items which could be included in this category if allowable under grant legislation are expenditures for the acquisition but not the rental of buildings and land. Although cost of materials which resulted in a new or vastly improved structure would also be included here, the expenditures for the contracted construction of buildings, for permanent structural alterations, and for the initial or additional installation of heating and ventilating systems, fire protection systems, and other service systems in existing buildings are recorded under object 400 - Purchased Property Services. In accordance with the Connecticut State Comptroller's definition of equipment, included in this category are all items of equipment (machinery, tools, furniture, vehicles, apparatus, etc.) with a value over \$1,000 and the useful life of more than one year.

BUDGET NARRATIVE

Provide a detailed description of the proposed use of funds for each line item's amount listed on the budget page. Examples are given next to each budget code below.

Use blank cells beneath each budget code example for site budget narrative.

CODE	OBJECT	AMOUNT
400	Purchased Property Services: "Quote from XYZ Equipment Supply for the replacement of door and compressor for outdoor walk-in freezer."	
500	Other Purchased Services: "Estimated labor cost for installation of dish machine, including removal of old machine per quote by 123 Services."	
600	Supplies: "Estimated amount projected for electrical outlet and wiring for blast chiller as quoted by ABC Electricians."	
700	Property: "Quote received for Norlake walk-in freezer from XYZ Equipment Supply Company."	

STATEMENT OF ASSURANCES

CONNECTICUT STATE DEPARTMENT OF EDUCATION
STANDARD STATEMENT OF ASSURANCES
GRANT PROGRAMS

PROJECT TITLE: National School Lunch Program Equipment Assistance Grants
April 1, 2015 – August 31, 2015

THE APPLICANT: _____ **HEREBY ASSURES THAT:**

(Insert Agency/School/CBO Name)

- A. The applicant has the necessary legal authority to apply for and receive the proposed grant;
- B. The filing of this application has been authorized by the applicant's governing body, and the undersigned official has been duly authorized to file this application for and on behalf of said applicant, and otherwise to act as the authorized representative of the applicant in connection with this application;
- C. The activities and services for which assistance is sought under this grant will be administered by or under the supervision and control of the applicant;
- D. The project will be operated in compliance with all applicable state and federal laws and in compliance with regulations and other policies and administrative directives of the State Board of Education and the Connecticut State Department of Education;
- E. Grant funds shall not be used to supplant funds normally budgeted by the agency;
- F. Fiscal control and accounting procedures will be used to ensure proper disbursement of all funds awarded;
- G. The applicant will submit a final project report (within 60 days of the project completion) and such other reports, as specified, to the Connecticut State Department of Education, including information relating to the project records and access thereto as the Connecticut State Department of Education may find necessary;
- H. The Connecticut State Department of Education reserves the exclusive right to use and grant the right to use and/or publish any part or parts of any summary, abstract, reports, publications, records and materials resulting from this project and this grant;
- I. If the project achieves the specified objectives, every reasonable effort will be made to continue the project and/or implement the results after the termination of state/federal funding;
- J. The applicant will protect and save harmless the State Board of Education from financial loss and expense, including legal fees and costs, if any, arising out of any breach of the duties, in whole or part, described in the application for the grant;

K. At the conclusion of each grant period, the applicant will provide for an independent audit report acceptable to the grantor in accordance with Sections 7-394a and 7-396a of the Connecticut General Statutes, and the applicant shall return to the Connecticut State Department of Education any moneys not expended in accordance with the approved program/operation budget as determined by the audit;

L. REQUIRED LANGUAGE (NON-DISCRIMINATION) References in this section to “contract” shall mean this grant agreement and to “contractor” shall mean the Grantee.

(a) For purposes of this Section, the following terms are defined as follows:

- i. "Commission" means the Commission on Human Rights and Opportunities;
- ii. "Contract" and “contract” include any extension or modification of the Contract or contract;
- iii. "Contractor" and “contractor” include any successors or assigns of the Contractor or contractor;
- iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
- v. “good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- vii. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and “contract” do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

- (b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national

- origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.
- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
 - (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
 - (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut 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, 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.
 - (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
 - (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
 - (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission

may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut 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, 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.

- M.** The grant award is subject to approval of the Connecticut State Department of Education and availability of state or federal funds; and
- N.** The applicant agrees and warrants that Sections 4-190 to 4-197, inclusive, of the Connecticut General Statutes concerning the Personal Data Act and Sections 10-4-8 to 10-4-10, inclusive, of the Regulations of Connecticut State Agencies promulgated there under are hereby incorporated by reference.

I, the undersigned authorized official; hereby certify that these assurances shall be fully implemented.

Superintendent or Authorized
Chief Administrative Official
Signature:

Name: *(typed)*

Title: *(typed)*

Date:
