

**Connecticut State Department of Education**  
Turnaround Office



# **Request for Proposals**

## **State Charter School Building Projects, General Improvements, and/or Debt Repayments for School Building Projects**

**Sections 10-66hh and 10-66jj of the Connecticut General Statutes**

Purpose: To provide funding to assist state charter schools in financing school building projects, general improvements to school buildings, and/or the repayment of debt incurred for school building projects.

**RFP Published December 27, 2016**

**Application Due: Friday, April 28, 2017**

**Application – RFP 128**

# **Connecticut State Department of Education**

**Dianna R. Wentzell  
Commissioner of Education**

## **AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER**

The Connecticut State Department of Education (CSDE) is committed to a policy of equal opportunity/affirmative action for all qualified persons. The CSDE does not discriminate in any employment practice, education program, or educational activity on the basis of race, color, religious creed, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, disability (including, but not limited to, intellectual disability, past or present history of mental disorder, physical disability or learning disability), genetic information, or any other basis prohibited by Connecticut state and/or federal nondiscrimination laws. The CSDE does not unlawfully discriminate in employment and licensing against qualified persons with a prior criminal conviction. Inquiries regarding the CSDE's nondiscrimination policies should be directed to:

Levy Gillespie  
Equal Employment Opportunity Director  
TitleIX/ADA/Section 504 Coordinator  
State of Connecticut Department of Education  
450 Columbus Boulevard, 6<sup>th</sup> floor  
Hartford, CT 06106  
860-807-2071

# State Charter School Building Projects, General Improvements, and/or Debt Repayments for School Building Projects

## Request for Proposals

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# Request for Proposals

## I. Purpose

In accordance with Section 10-66hh of the Connecticut General Statutes (C.G.S.), the Connecticut State Department of Education (“CSDE”) is seeking competitive grant applications to assist state charter schools in: (1) financing school building projects, as defined in C.G.S. § 10-282; (2) paying for general improvements to school buildings, as defined in C.G.S. § 10-265h; and/or (3) repaying debt incurred for school building projects.

## II. Grant Period

The grant period is July 1, 2017, to June 30, 2018.

## III. Eligible Applicants

Pursuant to C.G.S. § 10-66hh(a), applications will be accepted from the governing authorities of state charter schools.

## IV. Funding and Use of Funds

Eligible applicants may submit applications for up to \$850,000 to:

1. Finance school building projects, including the construction, purchase, extension, replacement, renovation or major alteration of a building to be used for public school purposes.
2. Finance general improvements to school buildings, including repair and replacement work and other general improvements. Types of school improvements that qualify include, but are not limited to: replacement of windows and doors; replacement of boilers and other heating and ventilation components; replacement of internal communication systems; replacement of lockers; upgrades or replacements to ceiling and floor; upgrade of restrooms; upgrade of lighting fixtures; replacing or installation of security systems; or other work of a similar nature approved by the Commissioner of Education. Ineligible uses of funds include, but are not limited to: routine building maintenance; painting; cleaning; or equipment repairs and other minor repairs.
3. Repay debt incurred for school building projects, including paying outstanding principal on loans which have been incurred for school building projects.

An applicant may not submit or be included in more than one application. However, an applicant may apply for funds in more than one category in a single application for up to \$850,000; for example, an applicant may be eligible to receive a grant to pay down outstanding principal debt and undertake a technology wiring project as a general improvement to its school building.

All applications must include a current appraised value of the property for which funds are being sought. The purchase price of the property must not exceed the appraised value of the property. The CSDE reserves the right to consider the appraised value of the property when reviewing applications. The original purchase cost and any subsequent improvements should not exceed the appraised value of the property. Any exceptions will require review and CSDE approval.

The awarding of funding is contingent upon a proposal's selection on the basis of the criteria described in Section VI and Appendix A of this RFP, the availability of funds, and approval by the CSDE and the State Bond Commission. The CSDE shall give preference to those applicants that provide matching funds from nonstate sources.

Proposals that fail to meet the criteria prescribed herein will be removed from the competitive process. The CSDE reserves the right to deny any application, in whole or in part, which it deems contrary to the long-term interests of the state charter school and/or the State of Connecticut.

Payments pursuant to this grant may be made on a periodic basis as projects progress. Grantees may be required to provide evidence of phased completion before payments are made. A notice from the lender as to the outstanding principal balance will be required in the case of grants for debt repayment.

## V. Application Requirements

**A. Required Format:** All applications must include the following components:

**1. Need and Plan for Funds**

***In no more than two pages:*** Provide a detailed plan that establishes clear goals and a strategy for investing state funds for the purposes allowed by this RFP. Explain the need for the proposed use of funds relative to the goals and length of time the school intends to remain at the building for which funds are being sought. Please note that need may be demonstrated by CSDE-approved plans for school expansion, CSDE-approved plans to add classes to an existing state charter school due to increased enrollment, plans to improve instructional capabilities, plans to address health and safety concerns, and/or other factors as demonstrated by the applicant.

**2. School Performance**

For schools whose students participated in state required testing in the spring of 2016, school performance will be measured by the CSDE using Connecticut's Next Generation Accountability System. The accountability system uses 12 indicators to determine school performance. A school's accountability index, which is the percentage of total points earned on all indicators (zero through 100) will be used for this measurement. Please refer to the indicator column in Appendix A, which provides School Performance criteria. Schools that do not meet the minimum test taking threshold of 95 percent in all areas tested (i.e., English Language Arts/ Literacy, Mathematics and Science) for all students and high needs subgroup or identified as focus or turnaround schools are not eligible to participate in the grant.

OR

If the school did not participate in state required testing in the spring of 2016 (i.e., new school or less than 20 test takers or did not serve grades tested), report school performance in mathematics and reading over time as measured by an alternative assessment using Appendix B. Schools using an alternative student assessment must provide an assurance that the minimum test taking threshold of 95 percent in all areas tested (Mathematics and Reading) for all students and high needs subgroup were met.

### **3. Documentation of Long-Term Interest**

***Using a cover page and attachments, as necessary:*** Provide documentation of the state charter school's long-term interest in the property for which funds are being sought. Long-term interest can be demonstrated through documents showing proof of ownership or length of lease.

### **4. Documentation of Educational Purpose and Zoning**

***Using a cover page and attachments, as necessary:*** Provide documentation demonstrating the educational use of the property for which funds are being sought and that the property is located in an area zoned for school use.

### **5. Cost Information**

***Using Appendix C:*** Include a detailed description of the proposed use(s) of funds by completing the ED 114 Budget Template for each project included in the application. Provide a brief cost description for the proposed school building project(s), general improvements to the school building, and/or repayment of debt incurred for prior school building projects or improvements. For a building justification and cost basis, provide an explanation of the cost calculation (provide any estimates as an attachment). If applicable, provide documentation of any local matching funds from nonstate sources; preference will be given to those applicants that provide matching funds from nonstate sources.

### **6. Assurances**

***Using Appendix E:*** Complete and sign the Assurances statement.

### **7. Proof of Outstanding Loan(s) for Repayment of Debt Proposals**

***Using a cover page and attachments as necessary:*** Applicants are required to provide proof of outstanding loan(s), including copies of the original loan agreement(s) and current principal balance(s) of the loan(s) at the time of the application.

## **B. Minimum Submission Requirements:**

Any application that does not meet the following requirements will be deemed unacceptable and ineligible for further review and consideration:

1. Being an eligible applicant, as defined in Section III of this RFP.
2. Submitting a complete application by following the required format, as described in Section V.A. of this RFP.
3. Meeting the submission deadline of Friday, April 28, 2017, at 4:00 EST.

### Minimum Submission Requirements

Sec. 1. Need and Plan for Funds	(Up to 2 pages)
Sec. 2. School Performance (alternative assessment)	(Appendix B)
Sec. 3. Documentation of Long-Term Interest	(1 page and attachments, as necessary)
Sec. 4. Documentation Educational Use and Zoning	(1 page and attachments, as necessary)
Sec. 5. Cost Information	(Appendix C)
Sec. 6. Assurances (signed)	(Appendix E)
Sec. 7. Proof of Outstanding Loan(s) for Repayment of Debt Proposals	(Attachments, as necessary)

Applications that do not comply with the requirements of this RFP may be considered non-responsive and excluded from review. Omission of any required document or form, failure to use required formats for the response, or failure to respond to any requirements may lead to the rejection of the proposal prior to any formal review. The CSDE reserves the right to make grant awards under this program without discussion with the applicants. Therefore, proposals should represent the applicant's best effort from both a technical and cost standpoint.

#### C. Questions:

Any and all questions regarding this RFP should be directed to: Robert Kelly, Charter School Program Manager, at [Robert.Kelly@ct.gov](mailto:Robert.Kelly@ct.gov).

#### D. Submissions:

All proposals in response to this RFP must be submitted to: [Robert.Kelly@ct.gov](mailto:Robert.Kelly@ct.gov). **An electronic copy in PDF format must be received by 4 p.m. on Friday April 28, 2017.**

#### E. Freedom of Information:

All complete proposals shall become the sole property of the State and will not be returned. 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), Section 1-200 *et seq.* of the C.G.S.. 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 statute) are public records and every person has a right to inspect such records and receive a copy of such records.

## VI. Selection Criteria

Final selection will be based on the criteria and rubric presented in Appendix A. A selection committee will review and score all proposals that meet the minimum submission requirements, as described in Section V.B. of this RFP. All proposals selected by the committee must then be approved by the State Bond Commission in order for a grant to be awarded. Before a grant is awarded, all projects that establish a material change in the school's operation require State Board of Education approval (see Appendix D). All awards are subject to the availability of funds. Grants are not final until the award letter is executed.

## Appendix A: RFP Scoring Rubric

<b>Applicant:</b>	<b>Total Score:</b>
	_____/80 or /76 for Alt. Ass.

Indicator	1 - Below	2 - Partially Meets	3 - Meets	4 - Exceeds
Need and Plan for Funds	Insufficient evidence of need and plan for investing state funds	Partial evidence of need and plan for investing state funds	Sufficient evidence of need and plan for investing state funds	Clear and compelling evidence of need and plan for investing state funds
School Performance on state accountability system.	School performance data ranks applicant in bottom quarter of all applicants on state accountability system.	School performance data ranks applicant in bottom half of all applicants on state accountability system.	School performance data ranks applicant in top half of all applicants on state accountability system.	School performance data ranks applicant in top quarter of all applicants on state accountability system.
<b>OR Alternative Assessment :</b> If the school did not participate in state testing in the spring of 2016 (i.e., new school or less than 20 test takers or did not serve grades tested).				
School Performance on alternative student assessment data.	School performance data ranks applicant in bottom quarter of all applicants reporting alternative student assessment data.	School performance data ranks applicant in bottom half of all applicants reporting alternative student assessment data.	School performance data ranks applicant in top half of all applicants reporting alternative student assessment data.	School performance data ranks applicant in top quarter of all applicants reporting alternative student assessment data.
Documentation of Long-term Interest.	School does not own building and has less than five years remaining on lease.	School does not own building and has less than ten years remaining on lease.	School does not own building and has more than ten years remaining on lease.	School owns building.
Cost Information	Insufficient budget justification and cost information as presented in the budget template.	Sufficient cost information as presented in the budget template, but budget justification lacks sufficient detail.	Sufficient budget justification and cost information as presented in the budget template.	Sufficient budget justification and cost information as presented in the budget template; evidence of nonstate matching funds.

Indicator	Score	Weighting	Total Points
Need and Plan for Funds		x 7	_____/28
School Performance (state accountability system)		x 6	_____/24
<b>OR</b> School Performance (alternative assessment)		x5	_____/20
Documentation of Long-term Interest		x 2	_____/8
Cost Information		x 5	_____/20
<b>Total Score:</b>			_____/80 or /76 for Alt. Ass.



## Appendix B: School Performance

In the space below, if the school did not participate in state testing in the spring of 2016 (i.e., new school or less than 20 test takers or did not serve grades tested), report school performance outcomes in mathematics and reading over time as measured by an alternative assessment. Indicate the alternative assessment(s) (i.e., standardized normed assessment or curricular based assessment) used to track student performance in mathematics and reading. Provide comparative data to describe school performance (i.e., normed performance expectations and or school performance over time).

Note, schools using an alternative student assessment must provide an assurance that the minimum test taking threshold of 95 percent in all areas tested (mathematics and reading) was met for all students and high needs subgroups.

## Appendix C: Cost Information

Please complete the budget template below for each project included in the application. Provide cost information and justifications as described in Section V.A.5, to summarize costs and explain the proposed use of funds. If, for any given cost item, there will be additional funding covered by local nonstate funding source(s), list the amount in the last column and provide documentation of any matching funds from nonstate sources. Preference will be given to applications with nonstate matching funds. List costs by their ED 114 Cost Category using the Uniform Chart of Accounts on the next page. If you need additional rows for a given cost category, you may add rows to the template as necessary; unused rows can be left blank or deleted.

### ED 114 Budget Template

ED 114 Cost Category	Cost Description	Budget Justification and Cost Basis	Charter Construction Bond Funding Request	Amount Covered by Nonstate Funding Source(s)
100				
100				
300				
300				
450				
450				
500				
500				
600				
600				
700				
700				
800				
800				
900				
900				
<b>Total:</b>			\$	\$

**ED114 Cost Categories – Uniform Charts of Accounts**

Please code all expenditures in accordance with the state’s Uniform Charts of Accounts as summarized below.

<b>CODE:</b>	<b>OBJECT:</b>
100	PERSONAL SERVICES-SALARIES: Do not include any salaries other than direct labor to be performed by your employees with the following limitations: 1) You may not charge any portion of the current salaries of school personnel to the grant; 2) If overtime is used for direct labor on one or more projects, the cost of such overtime may be reported here.
300	PURCHASED PROFESSIONAL/TECHNICAL SERVICES: Costs for architectural, engineering or other purchased professional services required for those projects may be included here.
450	CONSTRUCTION SERVICES: Costs for general contractors and other purchased labor for constructing, renovating or remodeling work should be included under this object.
500	OTHER PURCHASED SERVICES: Other purchased services not reportable under objects 300 or 450 may be included here, for example, advertising costs for purposes of competitive bidding.
600	SUPPLIES: Include the cost of any supplies or building materials to be purchased directly by the grantee under this object. If a general contractor is being used, report the entire contract amount under object 450. Do not try to break out the contractor’s supplies and materials costs separately in this line.
700	PROPERTY: Expenditures for acquiring fixed assets, including land or existing buildings; improvements of grounds; initial equipment; additional equipment and replacement of equipment. Equipment and furnishings under this grant are limited to new equipment needed to be installed or replaced as part of the facility remodeling or improvement. Items such as electrical surveillance equipment, intercoms, boilers and other built-in equipment are permitted. Furniture, personal computers, instructional equipment or maintenance equipment are not permitted. In accordance with the Connecticut State Comptroller’s definition equipment, included in this category are all items of equipment (machinery, tools, furniture, vehicles, apparatus, etc.) with a value of over <u>\$1,000.00</u> and the useful life of more than one year and data processing equipment that has unit price under \$1,000.00 and a useful life of not less than five years.
800	CONTINGENCY: An estimated contingency amount to be expended under other allowable objects during the grant period may be included here. This amount may not exceed 10 percent of your total budget.
900	REDEMPTION OF PRINCIPAL: Amount of principal paid down on existing debt. Provide latest copy of mortgage statement, include balance of outstanding principal.

## Appendix D: Section 10-66ss of the Connecticut General Statutes

Section 10-66ss. Amendment to charter. “(a) If a governing council of a state or local charter school plans to make a material change in the school's operations, such governing council of such charter school shall submit, in writing, a request to amend the school's charter to the State Board of Education. For purposes of this section, "material change" means a change that fundamentally alters a charter school's mission, organizational structure or educational program, including, but not limited to; (1) altering the educational model in a fundamental way, (2) opening an additional school building, (3) contracting for or discontinuing a contract for whole school management services with a charter management organization, (4) renaming the charter school, (5) changing the grade configurations of the charter school, or (6) increasing or decreasing the total student enrollment capacity of the charter school by twenty per cent or more.

(b) In determining whether to grant a request by a state or local charter school to amend its charter, the State Board of Education shall; (1) review the written request of the charter school, (2) solicit and review comments on the request from the local or regional board of education of the town in which the charter school is located, and (3) vote on the request not later than sixty days after the date of receipt of such request or as part of the charter renewal process. The state board may approve the material change by a majority vote of the members of the state board present and voting at a regular or special meeting of the state board called for such purpose or for the purpose of considering whether to renew the charter of the charter school, pursuant to subsection (g) of section 10-66bb.”

**STATEMENT OF ASSURANCES**

CONNECTICUT STATE DEPARTMENT OF EDUCATION  
STANDARD STATEMENT OF ASSURANCES  
GRANT PROGRAMS

**PROJECT TITLE:**

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**THE APPLICANT:**

**HEREBY ASSURES THAT:**

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(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:

- (1) "Commission" means the Commission on Human Rights and Opportunities;
- (2) "Contract" and “contract” include any extension or modification of the Contract or contract;
- (3) "Contractor" and “contractor” include any successors or assigns of the Contractor or contractor;
- (4) "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.
- (5) “good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- (6) "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;
- (7) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- (8) "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;
- (9) "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

(10) "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, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by 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.



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 Signature:

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Name: *(typed)*

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Title: *(typed)*

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Date:

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