

**CONNECTICUT STATE
DEPARTMENT OF EDUCATION
Dr. Dianna R. Wentzell
Commissioner 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 31, 2019

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RFP #972**



**CONNECTICUT STATE
DEPARTMENT OF EDUCATION**

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Levy Gillespie
Equal Employment Opportunity Director/Americans with Disabilities Coordinator (ADA)
Connecticut State Department of Education
450 Columbus Boulevard, Suite 607
Hartford, CT 06103-1841
860-807-2071
Levy.gillespie@ct.gov

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NATIONAL SCHOOL LUNCH PROGRAM EQUIPMENT ASSISTANCE GRANTS

GENERAL INFORMATION

BACKGROUND

The Fiscal Year (FY) 2018 Agriculture Appropriations Act provides funds to state agencies to competitively award Equipment Assistance Grants to eligible school food authorities (SFAs) participating in the National School Lunch Program (NSLP) and/or the School Breakfast Program (SBP). The funds allow SFAs to purchase equipment that improves the school Child Nutrition Program in the following ways:

- improve the quality of school meals;
- serve healthier meals that meet the updated meal patterns with emphasis on serving more fruits and vegetables, which includes items purchased locally;
- improve food safety; and
- improve and expand participation in the NSLP and/or SBP.

GRANT PERIOD – August 1, 2019, through September 30, 2020

The United States Department of Agriculture (USDA) encourages grant recipients, through whatever means available, to expend their NSLP Equipment Assistance Grants within the specified timeframe in full. **SFAs must complete their procurement and expenditure activities by September 30, 2020.** Federal procurement regulations at 7 CFR Part 210.21 and 2 CFR Part 200.317-326 indicates that equipment competitively procured using these grant funds must be necessary, reasonable and allocable. SFAs must follow all federal, state and local procurement laws when purchasing equipment with these grant awards. Grant recipients must withdraw funds no later than 60 days after the grant end date. There are no exceptions to or waivers from this requirement.

SFAs that are unable to expend their grant amounts in full must notify the state agency by **August 30, 2019**, and return the unliquidated funds to the state agency. Unused funds returned to the state agency prior to **September 30, 2019**, will be reallocated to award the next applicant approved for an Equipment Assistance 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 higher 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, FY 2013, FY 2014, FY 2015, FY 2016 and FY 2017 Agriculture Appropriations Acts.

FUNDING

Total funds available are \$236,791. The CSDE will award grants of up to \$15,000 per SFA (see section on Overall Use of Funds for further clarification). The grant award will occur on a one-time basis at the beginning of the grant period. 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 9). 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 execution of award letters. 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, this category includes all items of equipment (machinery, tools, furniture, vehicles, apparatus, etc.) with a value of over \$5,000 and the useful life of more than one year; and data processing equipment that has a unit price under \$5,000 and a useful life of not less than five years. Therefore, the CSDE will accept proposals for equipment in accordance with these standards.

In addition, proposals may include any costs that are reasonably required to procure new equipment and place it in service. This includes delivery, installation, testing, and disposal 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 or extension to a food service area would fall under the category of construction costs, which is not an allowable cost of these grant funds.

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** (see page 21).

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 proposal must address how the equipment improves the *quality of school meals*.** The grant proposal must address at least one additional focus area identified below:

- **Food Safety:** Equipment that improves the safety of food served in the school meal programs (e.g., cold or hot holding equipment, blast chillers, refrigeration or freezers).
- **Expand Participation:** Equipment that supports an SFA's improvement or expansion of participation in the NSLP or SBP (e.g., equipment for serving meals in an alternate setting or to better utilize cafeteria space).

- **Efficiency:** Equipment that improves the overall energy efficiency of the school nutrition operation (e.g., purchase of an energy efficient walk-in freezer to replace an outdated energy-demanding freezer).

The USDA has an initiative with the National Football League and National Dairy Council's Fuel Up to Play 60 (FUTP60) program to provide additional funding opportunities to help schools upgrade their kitchen equipment and infrastructure. These grants will help move millions of America's youth from hungry to healthy through the provision of additional resources to schools to meet the updated national nutrition standards by helping to serve meals with more whole grains, fruits, vegetables, lean protein and low-fat dairy, and less sodium and fat. The FUTP60 opportunity is a separate grant announcement from this RFP. SFAs are encouraged to apply directly to FUTP60 through <http://www.fueltoplay60.com/funding/general-information>.

SCORING CONSIDERATION

The CSDE will not score submitted proposals that do not contain written quotes for the cost of equipment and any related work necessary. During the scoring and selection process, please consider the following factors:

- opportunities to realize a meaningful impact on nutrition and quality of meals (such as serving more local foods or replacing fryers with combination steamer ovens);
- age of food service equipment; and
- 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).

To read more about the Smarter Lunchrooms initiative, follow this link:

<http://smarterlunchrooms.org>.

PROJECT REPORTING

The Federal Programs Reporting System will track project funding. The Food and Nutrition Service Regional Program Offices will be responsible for collecting quarterly and annual progress activity reports from state agencies that include the following information:

- progress made in expending funds;
- types of equipment purchased;
- cost of each piece of equipment funded;
- accomplishments and challenges in expenditure activities;
- impact on the school food service operation of purchased equipment;
- reason(s) for any unliquidated funds;
- report on the total amount and percentage of total administrative costs expended as compared to the total amount allowable for administrative costs; 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 Kelly.Mero@ct.gov **on or before September 30, 2020**. All procurement and expenditure activities must be completed no later than **September 30, 2020**. Any funds not expended by **September 30, 2020**, will be forfeited.

APPLICATION DEADLINE

Proposals (original and three copies), IRRESPECTIVE OF POSTMARK DATE AND MEANS OF TRANSMITTAL, must be received by Friday, May 31, 2019. THE CSDE WILL NOT GRANT EXTENSIONS.

The original proposal must bear an original signature of the food service director and the authorized representative of the SFA. An original signature is also required on the Statement of Assurances, which is a component of all proposals. Submit only pages 10-20, excluding page 14. Questions should be directed to Kelly Mero at 860-807-2073 or Kelly.Mero@ct.gov. Applications may be mailed or hand-delivered to:

**Kelly Mero, Education Consultant
Connecticut State Department of Education
Bureau of Health/Nutrition, Family Services and Adult Education
450 Columbus Boulevard, Suite 504
Hartford, CT 06103-1841**

APPLICATION REQUIREMENTS

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 Statutes (C.G.S.) Sections 4a-60 and 4a-60a and Sections 46a-68j-21 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.

ASSURANCES

Each application must include a Statement of Assurances undersigned by the authorized official of the district (pages 16-20).

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.

MANAGEMENT CONTROL OF THE PROGRAM AND GRANT CONSULTATION

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 105. *Proposals submitted without cost quotes will not be scored.*

Improve Quality	EXCELLENT 15 points	GOOD 10 points	MARGINAL 5 points	INADEQUATE 0 points
The proposed equipment will improve the quality of school meals. <i>Max. 15 points</i>				
Focus Area(s) and Smarter Lunchrooms	EXCELLENT 15 points	GOOD 10 points	MARGINAL 5 points	INADEQUATE 0 points
The proposal addresses at least one of the following areas: food safety, efficiency or expanded participation and notes strategies for adopting Smarter Lunchrooms. <i>Max. 15 points</i>				
Assurance to Meet Timeline	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>				
Budget	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 13 and 15) <i>Max. 20 points</i>				
Free or Reduced-Price Eligibility Percentage	50% or higher Eligibility 40 points	30-49.9% Eligibility 10 points		Less Than 30% Eligibility 0 points
<i>Max. 40 points</i>				
Previously received USDA equipment funding	YES Minus 25 points		NO 0 points	
<i>Max 0 points</i>				
Original and 3 copies of RFP submitted?	YES 0 points		NO Minus 10 points	
<i>Max 0 points</i>				

Strengths:

Weaknesses:

RECOMMEND FUNDING: YES NO

RFP #972

Project Number
For State Use Only

NSLP Equipment Grant 2018

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 \$15,000 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 federal, state and local requirements and that the Statement of Assurances and all other assurances made herein will be fully implemented.

Signature: _____ Title: _____

Name (typed): _____ Date: _____

As the Director/Manager/Supervisor of Food Services, I am aware of this grant application and attest to the accuracy of the information provided herein.

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 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) **Justify how the requested equipment will improve the quality of school meals.**

4) **Explain how the requested equipment will enhance at least one of the following areas:**

- **Improve Food Safety**
- **Improve Energy Efficiency**
- **Expand Participation**
- **Promote 'Smarter Lunchrooms'**

5) **Briefly describe an estimated timeline for the purchase and installation of the requested equipment.**

Submit the following:

- page 10 and 11 with original signatures;**
- this proposal (maximum of two pages);**
- written quote(s) or bid(s) for the proposed equipment and services;**
- the proposed budget and budget narrative (pages 13 and 15);**
- the signed Statement of Assurances with original signature of the SFA designated Authorized Representative (pages 16-20); and**
- the original signed proposal and three copies.**

FOR STATE AGENCY USE ONLY

October 2018 free and reduced-price enrollment percentage for this school/site: _____ %

BUDGET FORM

ED 114 FISCAL Year 2018

GRANT <input checked="" type="checkbox"/> CONTRACT <input type="checkbox"/>		
GRANTEE NAME:		
TOWN CODE:		
GRANT TITLE: FY2018 NSLP EQUIPMENT ASSISTANCE GRANT		
PROJECT TITLE:		
CORE-CT CLASSIFICATION: FUND: <u>12060</u> SPID: <u>22386</u> PROGRAM: <u>82079</u> BUDGET REFERENCE: <u>2018</u> CHARTFIELD1: <u>170003</u>		
GRANT PERIOD: <u>8/01/2019 - 9/30/2020</u>		AUTHORIZED AMOUNT:
CODES	DESCRIPTIONS	BUDGET
400	PURCHASED PROPERTY SERVICE	
500	OTHER PURCHASED SERVICES	
600	SUPPLIES	
700	PROPERTY	
	TOTAL	

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, 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 \$5,000 and the useful life of more than one year.

BUDGET NARRATIVE

Provide a detailed description in the spaces provided below of the proposed use of funds for each line item amount listed on the budget page. Examples are provided for each budget category.

CODE	DESCRIPTION	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 walk-in freezer from XYZ Equipment Supply Company.”	
TOTAL		

STATEMENT OF ASSURANCES

CONNECTICUT STATE DEPARTMENT OF EDUCATION
STANDARD STATEMENT OF ASSURANCES
GRANT PROGRAMS

PROJECT TITLE:

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 C.G.S. § 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, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

- (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, status as a veteran, 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, status as a veteran, 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 C.G.S. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to C.G.S. §§ 46a-56, 46a-68e, 46a-68f and 46a-86; 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 C.G.S. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, 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 or quasi-public agency 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 in every subcontract entered into in order to fulfill any obligation of a municipal public works contract for a quasi-public agency project, 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 C.G.S. § 46a-56, as amended; 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.
- (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 C.G.S. § 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 C.G.S. § 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 C.G.S. § 46a-56 as amended; 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.

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: _____

Name: *(typed)* _____

Title: *(typed)* _____

Date: _____

FEDERAL TERMS AND CONDITIONS

SFAs chosen for an award from this RFP must comply with the following regulations, principles and assurances:

GOVERNMENT-WIDE REGULATIONS

- 2 CFR Part 25: “Universal Identifier and Central Locator Contractor Registration”
- 2 CFR Part 170: “Reporting Sub-award and Executive Compensation Information”
- 2 CFR Part 175: “Award Term for Trafficking in Persons”
- 2 CFR Part 180: “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-Procurement)”
- 2 CFR Part 200: “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”
- 2 CFR Part 400: USDA Implementing regulations “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”
- 2 CFR Part 415: USDA “General Program Administrative Regulations”
- 2 CFR Part 416: USDA “General Program Administrative Regulations for Grants and Cooperative Agreements to State and Local Governments”
- 2 CFR Part 417: USDA “Implementation of OMB Guidance on Non-Procurement Debarment and Suspension”
- 2 CFR Part 418 USDA “New Restrictions on Lobbying”
- 2 CFR Part 421: USDA “Requirements for Drug-Free Workplace (Financial Assistance)”
- 41 USC Section 22 “Interest of Member of Congress”
- Duncan Hunter National Defense Authorization Act of Fiscal Year 2009, Public Law 110-417
- Sections 738 and 739 of the Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2012 (P.L. 112-55)
- “The Federal Funding Accountability and Transparency Act (FFATA), dated September 26, 2006”

COST PRINCIPLES

- 2 CFR, Part 200: Subpart E, Cost Principles

USDA REGULATIONS

- 7 CFR Part 15: “Nondiscrimination.”
- Freedom of Information Act (FOIA). Public access to Federal Financial Assistance records shall not be limited, except when such records must be kept confidential and would have been excepted from disclosure pursuant to the “Freedom of Information” regulation (5 U.S.C. 552).

ASSURANCE OF CIVIL RIGHTS COMPLIANCE

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-et seq.), USDA regulations at 7 CFR Part 15, Nondiscrimination, and Department of Justice regulations at 28 CFR Part 42, Nondiscrimination; Equal Employment Opportunity: Policies and Procedures.
- Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.) and USDA regulations at 7 CFR Part 15a, Education Programs or Activities Receiving or Benefiting from Federal Financial Assistance.
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 1681 et seq.) and USDA regulations at 7 CFR Part 15a, Education Programs or Activities Receiving or Benefiting from Federal Financial Assistance, and Department of Justice regulations at 28 CFR Part 41, Implementation of Executive Order 12250, Nondiscrimination on the Basis of Handicap In Federally Assisted Programs.
- Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), the Grantee assures that it will immediately take any measures necessary to effectuate the requirements in these laws, regulations and directives. The Grantee gives this assurance in consideration of and for the purpose of obtaining the funds provided under this agreement.
- The Americans with Disabilities Act of 1990 (ADA) prohibits discrimination on the basis of disability in employment (Title I), state and local government services (Title II), places of public accommodation and commercial facilities (Title III). (42 U.S.C. 12101-12213).

USDA NONDISCRIMINATION STATEMENT

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at 800-877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](#) (AD-3027) online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call 866- 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
 - (2) fax: (202) 690-7442; or
 - (3) e-mail: program.intake@usda.gov.
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