



December 20, 2019

Mr. Martin Heft
Acting Undersecretary
Office of Policy and Management
450 Capitol Ave. MS #54 SLP
Hartford, CT 06106-1379

Attn: RPI Program

Dear Secretary Heft:

Enclosed is a proposal from the Naugatuck Valley Council of Governments to administer brownfield redevelopment projects. The grant would study and implement an efficient program for the State to subsidize and administer brownfield redevelopment projects on behalf of all municipalities, bringing together all statutory powers, regulatory tools and management expertise. The establishment of this Center of Excellence in Brownfields redevelopment would enable participating municipalities to assess, remediate and transfer brownfield sites for redevelopment in a more expedient and competitive manner.

Feel free to contact me if there are any additional questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Rick Dunne".

Rick Dunne
Executive Director

O:\Projects\Grants\Regional Performance Incentive\RPIP_2019\Support Documents\2019 NVCOG Brownfields RPIP Cover Letter.docx

Proposal Format Requirements

Eligible applicants shall provide the following information for each proposal:

(A) Description of the proposed service or initiative

The goal of this effort will be to study and implement an efficient program for the State to subsidize and administer brownfield redevelopment projects on behalf of all municipalities, bringing together all statutory powers, regulatory tools and management expertise. The establishment of a statewide Center of Excellence in Brownfield Redevelopment will enable participating municipalities to assess, remediate and transfer brownfield sites for redevelopment in a more expedient and competitive manner, improving accountability and more effectively deploying the state's limited resources.

(B) Explanation of the need for such service or initiative

As successful as the existing CT Brownfield program has been, with anticipated reductions in bonding available from the State, there is a need for greater efficiency and lower administrative costs to address the large scale problem of undeveloped brownfields. Given the lack of municipal capacity in this specialized area, the Naugatuck Valley Council of Governments (NVCOG) and its Regional Brownfield Partnership (RBP) have developed the framework for an efficient model of publicly funded brownfields remediation that is based on the concept of public guidance of private sector competition. NVCOG's regulatory relationships, approaches to site characterization and project management tools have been refined over the last 20 years, yet this capacity has been limited to the RBP member communities primarily located in the Naugatuck Valley region. This initiative seeks to extend the reach and depth of this capacity to a larger number of municipalities.

Most small to medium sized municipalities utilizing State Brownfield funding have a higher level of cost to generate work product because they do not have the in-house capacity to analyze, plan and manage the day to day aspects of these projects. Typically, they rely on a system of single, private Licensed Environmental Professionals (LEP), whom they do not competitively negotiate with over the scope and costs of their projects. The single LEP model that most municipalities use also lacks the entrepreneurial approach and competitiveness that NVCOG has developed to assemble bankable deals for which interested developers can secure financing.

The basic need for such a program is that hundreds of brownfield acres are not being developed because of liability exposures and staff capacity issues. Increased tax revenue by developing these sites and hundreds of jobs are not being realized partly due to the inefficiencies in the current system. Robust infrastructure in our urban areas stagnates, while the private sector takes the easier route of developing greenfields to meet development demands - exacerbating the costs to taxpayers of maintaining a sprawling and inefficient public infrastructure. Most towns cannot efficiently clear and recycle brownfields by themselves. With these blighted sites remaining in our historic job centers, state and municipal budgets are

burdened by the health and crime costs that have continued to grow for more than a half century.

(C) Method of delivering such service or initiative

Working through CT DEEP & DECD, this NVCOG initiative (RBP, the Connecticut Brownfield Land Bank, Inc. (CTBLB, a nonprofit land bank) and the UCONN CT Brownfields Initiative (CBI)) will prepare applications, accept funding and administer investigation and remediation of Brownfield sites chosen by the State under its Brownfield Program and EPA under NVCOG & the CTBLB's federal grants. NVCOG will also continue to operate its very successful federal Brownfields Revolving Loan Fund. Together, this consortium of organizations provide experienced staff and knowledge of successful strategies to assess, clean, finance and redevelop brownfields.

Also, as a unique way to increase resources for municipalities, NVCOG & the CTBLB will partner with CBI to provide technical assistance and develop municipal applications for brownfield assessment funds, partly on the model established by the New Jersey Institute of Technology (NJIT) which provides technical assistance to federal brownfields applicants under a grant from the USEPA. CBI students were already successful in drafting a 2019 USEPA assessment application for the Town of Stafford. If this RPIP application is granted, NVCOG will develop the protocols and a work plan that directly leverages CBI assets to improve the level of information and outcomes for both municipalities and the state brownfield program. CBI staff and students will initially be assigned to assist municipalities and NVCOG with developing site information, grant writing and review activities through the target areas that the state, NVCOG and Land Bank staff generate. CBI will ultimately determine which needs and opportunities best fit the UCONN curriculum.

These partners will undertake a study and implement a merger of interests with the goal of addressing these issues on a statewide basis. If granted the funds, the new Center of Excellence in Brownfield Redevelopment will undertake a marketing and public information campaign to sign up new municipal partners while also marketing these services directly to the development community.

(D) Entity that would be responsible for delivering such service or initiative

NVCOG in partnership with the Connecticut Brownfield Land Bank, Inc. and UCONN CBI

(E) Description of the recipient population(s) for such service or initiative

NVCOG proposes to carry out these efforts statewide, to all interested municipalities who would avail themselves of this project management and planning service. NVCOG currently

provides brownfield services to 27 municipalities through the RBP. Members make up nearly one-third of the state's distressed municipalities as determined by state Department of Economic and Community Development (DECD) in 2017. More than 685,000 people reside in west-central Connecticut, which is populated by cities and small towns disproportionately burdened by brownfields and scattered among hills, along rivers, and in valleys with the steep topography that limits redevelopment. There are five superfund sites, more than 200 hundred vacant or abandoned parcels and 10 Opportunity Zones. There are 28 Environmental Justice neighborhoods in NVCOG's region who experience a disproportionate share of the negative effects associated with brownfields.

NVCOG is proposing to extend these services (described further below) to similarly distressed municipalities throughout the state.

(F) Description of how such service or initiative will achieve economies of scale

Municipalities will achieve economy of scale in the following ways:

1. The cost to deliver complex planning and staff support services will be lower than the cost of outside contract services because of NVCOG capacity and staff experience.
2. NVCOG utilizes a procurement model under which it issues a RFQ and selects a shortlist of highly qualified LEP firms. As each project is funded, the entire shortlist is invited to develop specific proposals and engage in a site visit – essentially bidding on each project - which has consistently delivered lower cost professional charges for more than two decades.
3. NVCOG buying power reduces direct costs for numerous items such as lab rates, drilling services and remedial and abatement contractors.
4. NVCOG's capacity with public involvement activities and use of existing, in-house web portals and social media channels creates efficiency and savings in public outreach and engagement.
5. Specialization in the grant and project administration process, including prevailing wage and DBE/SBE/Civil Rights expertise, reduces costs to the program while improving compliance and reporting activities for the state.
6. Existing forms, templates and processes developed by NVCOG and the CT Land Bank relating to liability relief, assessment, remediation and property transfer create an efficient and predictable process that has had both municipal and developer input to ensure quick turnaround reflecting real-world applications.
7. NVCOG will acquire expanded project management software to further improve project tracking, management and compliance reporting.
8. The ability of the Land Bank to take title to parcels on behalf of approved projects shields all parties from liability for environmental contamination at the same time that the public investments are made – resulting in bankable deals that can then pencil for private investors.

(G) Estimate of anticipated mill rate reduction for participating municipalities as a result of savings realized from such service or initiative

Mill rate impacts cannot be calculated at this time because the specific participating communities will remain unknown until the model can be rolled out, but between the municipal avoidance cost and the need for less state subsidy of projects the savings to both the state and municipalities will be significant. *(If OPM can provide calculations of an equalized average value of a mill statewide, NVCOG would be able to provide an average estimate of equalized mill rate reduction applicable to all municipalities who would choose to participate.)*

(H) Cost benefit analysis for the provision of such service or initiative by each participating municipality and by the entity or board of education submitting the proposal

By our cost estimates, if a municipality were to form their own Brownfield Remediation Program from scratch, we believe the minimum cost to be \$400,000 per annum. It would be a 2 person staff consisting of a Director and staff assistant, with an annual salary of \$100,000 and \$60,000, respectively; operating at a standard indirect rate of 150%. Even if this individual investment in capacity were to be made by each municipality, it could never duplicate the capacity, expertise and efficiency available to it through NVCOG as a regional administrator. Virtually 100% of this estimate can be avoided by joining the NVCOG consortium.

(I) Plan of implementation for delivery of such service or initiative

NVCOG proposes to expand its Regional Brownfield Partnership (RBP) model to solve the myriad and complex matters associated with assessment, cleanup and redevelopment of brownfields sites. NVCOG will utilize its established partnerships with CT DEEP, CT DPH, EPA and local CEOs, economic development, health, procurement and building and zoning departments in order to create successful brownfield outcomes. With this proposal, NVCOG plans to expand its relationship with DECD and OPM to more effectively and efficiently carry out the State's Brownfields program; overseeing the investments it approves, lowering the cost to administer, improving program reporting and compliance and applying innovative approaches that create bankable private development deals.

NVCOG sees brownfields as a difficult economic development challenge that most small and medium sized municipalities cannot handle on their own. It takes considerable time and resources to resolve technical, title, funding and community concerns on these sites. All the pieces have to be embraced and diligently managed to ensure positive outcomes. NVCOG proposes to enhance the brownfield process that delivers tax, job and quality of life benefits for municipalities. This proposed activity is just another next step to advance and enlarge Brownfields capacity for the State.

The following is the implementation plan for the expansion of the Regional Brownfield Partnership (RBP) model. Staff will conduct these activities:

- a. With partners, develop an educational session and workshop where the model is explained through case studies.
- b. Issue an invitation to all municipal non-RBP members to attend the educational session and workshop; may require multiple workshops around the state.
- c. Conduct follow up sessions with municipalities about their brownfield sites; discuss appropriate approach to community outreach.
- d. Act as a convener and facilitator between the municipalities, community groups and all relevant state and federal partners.
- e. Confer with the state as to selection of target sites.
- f. Develop a plan for addressing matters on target sites including Sources & Uses financing analysis, liability relief programs, entry into state cleanup program.
- g. Address preferred developer process; meet with developer or solicit for developer
- h. Reach substantial agreement as to reuse plan among municipality, developer, lenders, regulators and Land Bank if needed.
- i. Develop and submit assessment and/or cleanup funding proposals to the state brownfield program and act as fiduciary on behalf of applicants.
- j. Administer grants.
- k. Oversee LEP administration of assessment and remediation scopes of work.
- l. File reports, update website and community flyer information about site work.
- m. Prepare summary report to serve as a case study to support applications for federal funding.

(J) Resolution approved by the legislative body* of each participating municipality endorsing such proposal, authorizing the eligible applicant to apply for funding, and to enter into any required contract and/or agreement should the proposal be selected for an award. (*Note: Under CGS Sec. 4-124s(a)(3), "Legislative body" means the board of selectmen, town council, city council, board of alderman, board of directors, board of representatives or board of the warden and burgesses of a municipality)

Resolutions will be secured from each municipality as they adopt the NVCOG service.

(K) Explanation of the potential legal obstacles, if any, to the regional provision of such service or initiative

There are no legal obstacles to implementing this initiative.

(L) Indicate the level and type of pledged match funds as a percentage of the total grant request amount (e.g., for a \$100,000 grant request, a 20% match would be \$20,000), with the minimum grant request being \$50,000 and the maximum grant request being \$1,000,000. Rating scale to be based on ratio of pledged match funds to requested grant funds, as well as the type of match (i.e., monetary vs. in-kind); and

The grant request is for \$300,000 with the match of \$200,000 to be met through a combination of local, federal and other state monetary contributions to the program, along with a small In-kind credit for fiscal administrative services.

(M) Indicate the extent to which the proposal relates to the following major themes of the Lamont Administration

i. Promoting economic growth by, e.g., developing our workforce, improving the quality of life and fiscal stability of our cities and towns, reducing barriers to entry and supporting entrepreneurship, and driving down the cost of healthcare, higher education, infrastructure and other significant family and business investments.

The proposal fosters economic growth in the following ways:

1. Increases workforce development: Both NVCOG and CT Land Bank have partnered with workforce and job training providers to create employment opportunities in assessment, remediation, abatement and sustainability projects
2. Improves quality of life: Redevelopment of brownfields reduces blight and crime as well as provides job opportunities. Some sites are reused as open space and greenways in urban settings. The delivery of reclaimed brownfield sites is evidence of government providing real benefit through jobs, blight reduction and caring about disadvantaged and vulnerable populations.
3. Provides fiscal stability: Remediated sites often generate property tax and personal income tax receipts that contribute to municipal and state income. The effect of brownfield redevelopment also changes the perception of a municipality and fosters other projects that generate taxes and job growth.
4. Reduces barriers to entry: NVCOG and CT Land Bank has identified the most applicable barriers to entry as:

(a) *Resource ownership*: NVCOG and CT Land Bank are successful in applying for millions of dollars from a variety of grant resources. Current and future funding will be available for the region. The Land Bank will also accept ownership to brownfield sites that will be a resource once assessment, remedial and redevelopment costs are secured. The municipalities do not have to undertake potential politically contentious direct acquisition of sites.

(b) *Government restrictions*: As is the State, NVCOG is working for the public good. To that end, we select developers in an open process to uphold the community understanding and support of the preferred developer. The Land Bank has developed a document that identifies the joint and several obligations of the municipality, developer and Land Bank to address state and local permitting. Best efforts are made to address matters beforehand through an informed and transparent process.

(c) *The cost for developers is reduced*:

- a. Estimated remedial costs defined before taking title reduces the potential for cost over runs.

- b. Negotiated shared environmental, remedial and development costs defined at the start.
 - c. Cleared liens, quiet title, liability relief, defined local permit process with pre-review by municipality equals reduced developer expenses.
 - d. Public advocacy of project reduces time to resolve matters with regulators.
 - e. Potential for cleanup grants through the CT Land Bank can reduce cleanup costs.
 - f. Potential for Revolving Loan Fund loan can provide unique funds to ease cash flow requirements until remedial/capital costs can be termed out.
5. Supports entrepreneurship: The private investors in the development community have embraced this process as NVCOG and Land Bank projects have been the fulcrum of redevelopment on sites that have provided the certainty for developer investment. These investors have found ways to expand their own economic prospects by partnering with us and our municipal members. Staff has been involved in successful projects in more than two dozen communities. NVCOG capacity and experience in the development of capital stacks for projects including tax abatement, tax credits, loans with forgivable provisions and bridge financing from revolving loan funds. The regulatory details that staff attends to allows the term financing to come in through construction loan mortgages as remediation is conducted. Some capital costs are also remedial activities such as floor slabs or paving that can isolate soils. The bridge financing can cover these costs until these are termed out.
 6. The entrepreneurial development process is normalized by resolving the brownfield issues, permitting new investors and start-ups to get involved in turning these sites around by mitigating up-front capital investments.
 7. Drives down the cost of healthcare: Environmental health risks such as asbestos, metals and volatile organic compounds are reduced through the application of the CT DEEP Remedial Standard Regulations and EPA Quality Assurance Project Plan criteria in the cleanup of sites, making for safer living environments and reducing the costs for unnecessary, costly medical interventions.

ii. Encouraging programs and initiatives to improve Connecticut's criminal justice system and enhance community safety, including but not limited to projects that reduce recidivism by supporting housing and employment opportunities and reducing barriers for individuals returning to our communities post-incarceration, as well as initiatives that use a coordinated multi-disciplinary approach to support the needs of victims of crime.

Our responses are related to secondary effects. The redevelopment of brownfield sites promotes economic growth employment opportunities as well as blight reduction that contribute to safer and more community invested locations that reduce crime and vandalism. Workforce housing is a shared goal that we are working on now on several projects.

iii. Making government more effective, efficient, and customer-friendly by, e.g.,

delivering services online, leveraging data to improve outcomes, and collaborating with interagency, intergovernmental, and interstate partners in addition to back office functions, e.g., human resources, labor relations, budget and finance, assessors and tax collectors, inspectors in both building, trades and public health, regional health districts.

As stated earlier, this effort will build on inter-agency and intergovernmental collaborations that have been established over these past two decades.

The entrepreneurial attitude of NVCOG fosters greater relations and makes the State more customer-friendly toward the private development community. NVCOG deals with the paperwork and red tape of state agencies on behalf of developers and negotiate compromises that might not otherwise be available to the private sector. This collaboration results in a more effective and efficient reuse of the existing, mature infrastructure within our municipal urban centers that are highly underutilized - yet are paid for and maintained by our municipal taxpayers.

Efficient restoration of these sites not only opens up significant opportunities for those employed in the building trades but also creates new housing units closer to public transportation infrastructure; reducing costs to our already overburdened state transportation system.

The capacity to deal with brownfields was born of necessity in the Naugatuck Valley region. Hulking, blighted sites dominated the centers of this chain of distressed communities along the Naugatuck River. Twenty-two years ago, EPA awarded the first regional assessment grant in the nation to the Valley COG working in conjunction with Waterbury. The invaluable funding was used efficiently and fostered redevelopment. Multiple EPA assessment grants followed as did a Revolving Loan Fund that received several additional rounds of supplemental funding. DECD entrusted assessment grants to the management of NVCOG. The result is that more than \$70 million in development has been leveraged through the effective use by NVCOG of the brownfield tools.

However many sites sit frozen in time, some for more than 50 years, and have no cleanup or redevelopment path in sight. The reasons that these obstinate millstones continue are due to a lack of municipal administrative capacity and worrisome exposure to liability. NVCOG has supported two critical initiatives to address these problems. First, it hosts the RBP, which provides technical, administrative and strategic capacity for 27 eligible municipalities. Second, it has a MOU with the Connecticut Brownfield Land Bank, a nonprofit organization to clear liens, liabilities and to deliver quiet title for developers.

Recognizing there are limited assessment funds, NVCOG's Brownfields program places a focus on sites that offer high potential for substantial returns for the municipalities and the State. Health risks and associated costs for local health departments and DPH have been reduced by cleaned sites. New taxes have been generated for stressed budgets. Jobs have been created in

chronic unemployment census tracts. Fewer blighted sites have reduced crime and transient habitation reducing calls for police and fire departments.



**NAUGATUCK VALLEY
COUNCIL of GOVERNMENTS**

49 Leavenworth Street, 3rd Floor, Waterbury, CT 06702 · 203-757-0535 · 203-735-8688 · nvcogct.org

**RESOLUTION
OF THE
NAUGATUCK VALLEY COUNCIL OF GOVERNMENTS
#2020-03**

IT IS RESOLVED BY the Naugatuck Valley Council of Governments that its Executive Director Rick Dunne be empowered to sign any and all documents required in the acceptance and execution of state or federal assistance grants or programs already applied for and approved by the Naugatuck Valley Council of Governments and offered by the Grantor.

Dated at Waterbury, Connecticut on this 13th day of September 2019.

Naugatuck Valley Council of Governments
Ed Mone, Secretary

REQUIRED ATTACHMENTS/FORMS

ITEMS LISTED BELOW ARE INCLUDED IN THE PAGES TO FOLLOW

- **OPM Vendor/Bidder Profile Sheet - Form OPM-A-15:** this form must be completed and submitted with your proposal.
- ✕ • **State of Connecticut Agency Vendor Form – Form SP-26NB-IPDF:** this form ONLY needs to be completed and submitted if any of your entity's information has changed from your previously filed form.
- ✕ • **Request for Taxpayer Identification Number and Certification – Form W-9:** this form ONLY needs to be completed and submitted if any of your entity's information has changed from your previously filed form.
- **Acknowledgment of Contract Compliance Notification to Bidders Form:** this form must be completed and submitted with your proposal.
- **Bidder Contract Compliance Requirements and Monitoring Report Forms:** this package must be completed and submitted with your proposal.
- **General Grant Conditions:** attached for reference
- **Special Grant Conditions:** attached for reference

For more information and relevant statutes related to Affirmative Action and Contract Compliance, please visit the Commission on Human Rights and Opportunities website at the following link: <https://www.ct.gov/chro/site/default.asp>

OPM VENDOR/BIDDER/APPLICANT PROFILE SHEET

This form is to be completed by entities responding to any OPM solicitation (RFP, RFA, RFI, RFQ, etc.) for supplies, services and/or grant funding.

Entity Name (do not abbreviate): Naugatuck Valley Council of Governments	Federal Employer Id Number/SSN: 471630360
Entity Address: 49 Leavenworth Street, 3rd Floor, Waterbury, CT 06702	
Contact Person's Name: Rick Dunne	Telephone Number(s): 203-757-0535
Contact Person's Title: Executive Director	Contact Person's email Address: rdunne@nvcogct.gov

AFFIRMATION OF VENDOR/BIDDER/APPLICANT

The undersigned applicant/respondent affirms and declares:

- 1.) That this proposal/application is executed and signed by said vendor/bidder/applicant with full knowledge and acceptance of the conditions as stated in the CONDITIONS Section of the solicitation.
 YES NO N/A (no solicitation)
- 2.) That the objectives, services and/or deliverables outlined in the solicitation shall be met/delivered by the vendor/bidder/applicant as proposed therein, at the budget/cost proposed therein (if applicable), and within the timeframes as delineated within the solicitation.
 YES NO N/A (no solicitation)
- 3.) That neither the vendor/bidder/applicant and/or any company official nor any subcontractor to the vendor/bidder/applicant and/or any subcontractor company official has received any notices of debarment and/or suspension from contracting with the State of Connecticut or the Federal Government.
 YES NO
- 4.) That neither the vendor/bidder/applicant and/or any company official nor any subcontractor to the vendor/bidder/applicant and/or any subcontractor company official has received any notices of debarment and/or suspension from contracting with other states within the United States.
 YES NO

ACKNOWLEDGEMENT OF VENDOR/BIDDER/APPLICANT

- 5.) With regard to a State contract as defined in Public Act 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the undersigned expressly acknowledges:
Receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions.
 YES NO N/A pursuant to CHRO definition below*

*Prohibitions not applicable to "a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee."

Written Signature of Person Authorized to Bind the Vendor/Bidder Contractually: 	Date: 12/12/2019
Type or Print Name of Authorized Signatory: Rick Dunne	Title of Signatory: Executive Director

IF VENDOR/BIDDER/APPLICANT IS A CORPORATION

What is the authority of signatory to bind the vendor/bidder/applicant contractually?
 Corporate Resolution Corporate By Laws Other **Please provide a written copy.**

Is your business income reportable to the IRS? Yes No

Are you a DAS certified minority owned business? Yes No If YES, check all that apply.
 Women Owned Black Hispanic American Indian Disabled Iberian Peninsula Asian Other

Subject of Solicitation	Submission Due	Division	Date Issued

This form is **MANDATORY** and must be completed, signed, and returned with the vendor's bid.

ACKNOWLEDGMENT OF CONTRACT COMPLIANCE NOTIFICATION TO BIDDERS

INSTRUCTION: Bidder must sign acknowledgment below, and return this form to the awarding agency with the bid proposal.

The undersigned duly authorized representative of the bidding vendor acknowledges receiving and reading a copy of the **NOTIFICATION TO BIDDERS**. *(Please print name under signature line.)*



Signature

Executive Director

Title

12/12/2019

Date

On behalf of:

Naugatuck Valley Council of Governments

Vendor Name

49 Leavenworth St, 3rd Floor

Street Address

Waterbury	CT	06702
City	State	Zip

47-1630360

Federal Employee Identification Number
(FEIN/SSN)

This form is **MANDATORY** and must be completed, signed, and returned with the vendor's bid.

CONTRACTOR/GRANTEE COMPLIANCE REQUIREMENTS

NOTE: - THESE REQUIREMENTS APPLY TO ALL CONTRACTORS - INCLUDING GRANTEES AND INDIVIDUALS

Connecticut General Statute Section 4a-60 was adopted to insure that State agencies do not enter into contracts with organizations or businesses that discriminate against protected class persons. To carry out the provisions of the Statute, the Commission on Human Rights and Opportunities developed Regulations concerning Contract Compliance and approval of Contract Compliance Programs which impose certain obligations on State agencies as well as contractors doing business with the State of Connecticut.

These regulations require that as an awarding agency, in this instance, the Office of Policy and Management (OPM), must consider the following factors in its selection of any contractor:

- The bidder's success in implementing an affirmative action plan;
- If the bidder does not have a written affirmative action plan, the bidder's promise to develop and implement a successful affirmative action plan;
- The bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- The bidder's submission of employment statistics contained in the "Employment Information Form", indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- The bidder's promise to set aside a portion of the contract for legitimate minority business enterprises.

In order to assess the factors above, contractors are required to provide OPM with information about their organizations.

A package of information is provided with forms and instructions that must be completed, signed by responsible parties and returned to OPM with the response to the Request for Proposal or with the Grant Application.

PLEASE NOTE: If you indicate that you will be sub-contracting a portion of this contract, you will be sent further forms for completion as required in the contract compliance regulations. Thank you for your cooperation.

COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CONTRACT COMPLIANCE REGULATIONS
NOTIFICATION TO BIDDERS

(Revised 09/3/15)

The contract to be awarded is subject to contract compliance requirements mandated by [Sections 4a-60](#) and [4a-60a](#) of the Connecticut General Statutes; and, when the awarding agency is the State, [Sections 46a-71\(d\)](#) and [46a-81i\(d\)](#) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at [Section 46a-68j-21 through 43](#) of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by [Sections 4a-60](#) and [46a-71\(d\)](#) of the Connecticut General Statutes.

According to [Section 46a-68j-30\(9\)](#) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to “aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials.” “Minority business enterprise” is defined in [Section 4a-60](#) of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: “(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of [Section 32-9n](#).” “Minority” groups are defined in [Section 32-9n](#) of the Connecticut General Statutes as “(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . .” An individual with a disability is also a minority business enterprise as provided by [Section 4a-60g](#) of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of [Section 46a-68j-21\(11\)](#) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder’s qualifications under the contract compliance requirements:

- (a) the bidder’s success in implementing an affirmative action plan;
- (b) the bidder’s success in developing an apprenticeship program complying with [Sections 46a-68-1 to 46a-68-17](#) of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder’s promise to develop and implement a successful affirmative action plan;
- (d) the bidder’s submission of employment statistics contained in the “Employment Information Form”, indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder’s promise to set aside a portion of the contract for legitimate minority business enterprises. [See Section 46a-68j-30\(10\)\(E\)](#) of the Contract Compliance Regulations.

INSTRUCTIONS AND OTHER INFORMATION

The following [BIDDER CONTRACT COMPLIANCE MONITORING REPORT](#) must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to [Sections 4a-60](#) and [4a-60a](#) CONN. GEN. STAT., and [Sections 46a-68j-23](#) of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder’s good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) Definition of Small Contractor

[Section 4a-60g](#) CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision [4a-60g](#) CONN. GEN. STAT.

MANAGEMENT: Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

BUSINESS AND FINANCIAL OPERATIONS: These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

MARKETING AND SALES: Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.

LEGAL OCCUPATIONS: In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.

COMPUTER SPECIALISTS: Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists

ARCHITECTURE AND ENGINEERING: Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

OFFICE AND ADMINISTRATIVE SUPPORT: All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).

BUILDING AND GROUNDS CLEANING AND MAINTENANCE: This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

CONSTRUCTION AND EXTRACTION: This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category.

INSTALLATION, MAINTENANCE AND REPAIR: Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

MATERIAL MOVING WORKERS: The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

PRODUCTION WORKERS: The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.

3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information) (Page 3)

<p><u>White</u> (not of Hispanic Origin)-All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</p> <p><u>Black</u> (not of Hispanic Origin)-All persons having origins in any of the Black racial groups of Africa.</p> <p><u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</p>	<p><u>Asian or Pacific Islander</u>- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.</p> <p><u>American Indian or Alaskan Native</u>- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.</p>
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BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART 1 – Bidder Information

<p>Company Name: Naugatuck Valley Council of Governments Street Address: 49 Leavenworth St, 3rd Floor City & State: Waterbury, CT 06702 Chief Executive:</p>	<p>Bidder Federal Employer Identification Number: 47-1630360 Or Social Security Number:</p>
<p>Major Business Activity: (brief description)</p> <p>NVCOG is a metropolitan planning organization. Our agency aims to foster regional partnerships and collaboration while promoting infrastructure, environmental protection, and emergency management.</p>	<p>Bidder Identification (response optional/definitions on page 1)</p> <p>-Bidder is a small contractor? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> -Bidder is a minority business enterprise? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If yes, check ownership category) Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian American <input type="checkbox"/> American Indian/Alaskan Native <input type="checkbox"/> Iberian Peninsula <input type="checkbox"/> Individual(s) with a Physical Disability <input type="checkbox"/> Female <input type="checkbox"/> -Bidder is certified as above by State of CT? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>
<p>Bidder Parent Company: (If any)</p>	
<p>Other Locations in CT: (If any)</p>	

PART II - Bidder Nondiscrimination Policies and Procedures

<p>1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>	<p>7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>
<p>2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>	<p>8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>
<p>3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>	<p>9. Does your company have a mandatory retirement age for all employees? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>
<p>4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>	<p>10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/></p>
<p>5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>	<p>11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/></p>
<p>6. Does your company have a collective bargaining agreement with workers? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of CT? Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>12. Does your company have a written affirmative action Plan? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If no, please explain.</p> <p>13. Is there a person in your company who is responsible for equal employment opportunity? Yes No If yes, give name and phone number: Yes, Gabriel Filer 203-489-0368</p>

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

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

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

December 12, 2019

PART IV - Bidder Employment Information

Date:

JOB CATEGORY *	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Management		5	2								
Business & Financial Ops		1	1								
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/Engineering			1								
Office & Admin Support		5	3			1					
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation, Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE		11	7			1					
Total One Year Ago		10	5			0					
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

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

PART V - Bidder Hiring and Recruitment Practices

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification (X)		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination NVCOG encourages minority individuals to apply for positions within our organization. The Executive Director is responsible for staff hiring and promotions. When hiring work study students, low-income and minority group members are given primary consideration.
SOURCE	YES	NO	% of applicants provided by source			
State Employment Service	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	Work Experience	
Private Employment Agencies	<input checked="" type="checkbox"/>	<input type="checkbox"/>	5%	<input checked="" type="checkbox"/>	Ability to Speak or Write English	
Schools and Colleges	<input checked="" type="checkbox"/>	<input type="checkbox"/>	5%	<input type="checkbox"/>	Written Tests	
Newspaper Advertisement	<input checked="" type="checkbox"/>	<input type="checkbox"/>	5%	<input checked="" type="checkbox"/>	High School Diploma	
Walk Ins	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	College Degree	
Present Employees	<input checked="" type="checkbox"/>	<input type="checkbox"/>	10%	<input type="checkbox"/>	Union Membership	
Labor Organizations	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	Personal Recommendation	
Minority/Community Organizations	<input checked="" type="checkbox"/>	<input type="checkbox"/>	5%	<input type="checkbox"/>	Height or Weight	
Others (please identify)				<input type="checkbox"/>	Car Ownership	
Indeed.com	<input checked="" type="checkbox"/>	<input type="checkbox"/>	35%	<input type="checkbox"/>	Arrest Record	
NVCOG website	<input checked="" type="checkbox"/>	<input type="checkbox"/>	35%	<input type="checkbox"/>	Wage Garnishments	

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

(Signature) 	(Title) Executive Director	(Date Signed) 12/12/2019	(Telephone) 203-757-0535
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OFFICE OF POLICY AND MANAGEMENT
Enter Division Name
450 CAPITOL AVENUE
MS # enter mail stop number
HARTFORD, CT 06106

GENERAL GRANT CONDITIONS

SECTION 1: Use of Grant Funds.

The Grantee agrees to expend the grant funds awarded pursuant to this agreement for allowable purposes only and to comply with all of the terms and conditions of the grant award and any related documents that set forth its obligations as Grantee. Grant funds shall not, without advance written approval by the Office of Policy and Management (OPM), be obligated prior to the starting date or subsequent to the end date of the grant period.

SECTION 2: Fiscal Control.

The Grantee shall maintain accounting records and establish policies and provide procedures to assure sound fiscal control, effective management, and efficient use of grant funds. The Grantee shall establish fiscal control and accounting procedures to assure proper disbursement of, and accounting for, grant funds. Accounting procedures must provide for the accurate and timely recording of receipt of funds by source, expenditures made from such funds, and unexpended balances. Controls must be adequate to ensure that expenditures charged to grant activities are made for allowable purposes only.

SECTION 3: Retention of Records and Records Accessibility.

3.1 All services performed by Grantee shall be subject to the inspection and approval of OPM at all times, and Grantee shall furnish all information concerning the services. OPM or its representatives shall have the right, at reasonable hours, to inspect or examine the part of the plant or place of business or any books, records, and other documents of Grantee or its subcontractors or subgrantees pertaining to work performed under this agreement and shall allow such representatives free access to any and all such plants, places of business, books and records. OPM or its representatives will give the Grantee or its subcontractors or subgrantees at least twenty-four (24) hours' notice of such intended examination. At OPM's request, the Grantee or subcontractors or subgrantees shall provide OPM with hard copies or an electronic format of any data or information in the possession or control of the Grantee, subcontractor or subgrantee which pertains to OPM's business under this agreement.

3.2 The Grantee shall retain and maintain accurate records and documents relating to performance of services under this agreement for a minimum of three (3) years starting from the date of submission of the final expenditure report with the following qualifications and shall make them available for inspection and audit by OPM or its representative:

- a. If any litigation, claim or audit is started before the expiration date of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved; and
- b. Records for the purchase of equipment (i.e., non-expendable, tangible personal property) acquired with grant funds shall be retained for three years after the final disposition of said property.

3.3 Any subcontractor or subgrantee under this agreement shall retain and maintain accurate records and documents relating to performance of services under this agreement for a minimum of three (3) years from the expiration of the subcontract or subgrant and shall make them available for inspection and audit by OPM or its representative. The Grantee must incorporate this paragraph verbatim into any agreement it enters into with any subcontractor or subgrantee providing services under this agreement.

SECTION 4: Insurance.

The Grantee agrees that while performing any service specified in this grant, the Grantee shall maintain sufficient insurance (liability and/or other), according to the nature of the service to be performed, so as to "save harmless" OPM and the State of Connecticut from any insurable cause whatsoever. If requested, certificates of insurance shall be filed with OPM prior to the award of funding.

SECTION 5: Conflict of Interest.

No person who is an officer, employee, consultant or review board member of the Grantee shall participate in the selection, award or administration of a contract, subcontract, or subgrant or in the selection and supervision of an employee if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the officer, employee, consultant, review board member or any member of his/her immediate family, his/her partner, or an organization which employs, or is about to employ any of the above, has a financial interest in the entity or firm selected for the contract, subcontract, or subgrant or when the individual employee is related to any of the foregoing persons.

SECTION 6: Reports.

The Grantee shall submit such reports as OPM shall reasonably request and shall comply with all provisions regarding the submission of such reports. Reports shall include, but not be limited to, revised project narratives, revised budgets and budget narratives, progress reports, financial reports, cash requests, grantee affirmative action packets, and subgrantee packets and budgets. Cash requests may be withheld by OPM until complete and timely reports are received and approved.

SECTION 7: Funding Limitation.

Funding of this project in no way obligates OPM to fund the project in excess of this grant, beyond the period of this grant, or in future years.

SECTION 8: Revised Budget.

If the grant amount and/or the distribution of funds between categories of funds, as identified on the Notice of Grant Award, is different from the amount and/or the distribution in the grant application budget, the Grantee agrees to submit to OPM a revised budget and budget narrative equal to and in the same distribution as the grant award not later than thirty (30) days after signing of the grant. Cash requests will be withheld until the revision is received and approved.

SECTION 9: Audits.

9.1 In accordance with the following conditions, the Grantee agrees to conduct and submit to OPM two completed audit packages with management letters and corrective action plans for audits of each of the fiscal years included in the period of this grant and any amendments thereto.

9.2 If the Grantee meets the requirements of the State Single Audit Act, §§ 4-230 through 4-236, as amended, of the Connecticut General Statutes, the Grantee is required to submit a State Single Audit Report to OPM. Connecticut General Statutes § 4-231 requires those non-state entities which expended a total amount of State Financial Assistance equal to or in excess of \$300,000 in any fiscal year to have either a single audit or a program-specific audit conducted for such fiscal year. A program-specific audit may be conducted if the Grantee received State Financial Assistance from OPM for this grant and it is the only State Financial Assistance that the Grantee has received during this fiscal period. The State Single Audit Report should be filed with OPM no later than six months after the end of the audit period.

9.3 If the Grantee receives any federal funds in this grant, as identified on the Notice of Grant Award, and meets the requirements of OMB Circular A-133, Audits of State and Local Governments and Non Profit Organizations, the Grantee is required to submit an audit conducted in accordance with Generally Accepted Accounting Principles (GAAP) and/or Generally Accepted Governmental Auditing Standards (GAGAS) issued by the Comptroller General of the United States, as well as OMB Circular A-133. This circular requires those state and local governments and non-profit organizations which expended a total amount of federal financial assistance equal to or in excess of \$750,000 in any fiscal year to have a federal single audit or a program-specific audit conducted for such fiscal year. A program-specific audit may be conducted if the Grantee receives Financial Assistance under only one federal program. For audit purposes, State or grantee match funds, as identified on the Notice of Grant Award, are subject to the same requirements as the federal monies. OMB Circular A-133 requires that the audit report be submitted by the earlier of 30 days after the date of receipt of the auditor's report(s), or 9 months after the end of the audit period.

SECTION 10: Unexpended Funds and/or Disallowed Costs.

If project costs are less than the grant, and/or any project costs have been disallowed, the Grantee agrees to return the unexpended/disallowed funds to OPM no later than sixty (60) days following closeout of the grant.

SECTION 11: Nondiscrimination and Affirmative Action.

11.1 The Grantee agrees to comply with each provision of Connecticut General Statutes §§ 4a-60, 4a-60a, 46a-68e and 46a-68f, and with each regulation or relevant order issued by the Commission on Human Rights and Opportunities (CHRO) pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e, 46a-68f, and 46a-86 related to affirmative action and nondiscrimination provisions in contracts, compliance, and reporting.

11.2 In accordance with Connecticut General Statutes § 4a-60(a)(1) the Grantee agrees and warrants that in the performance of the Grant Award such Grantee 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 Grantee that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or the State of Connecticut.

11.3 In accordance with Connecticut General Statutes § 4a-60(a)(1) the Grantee agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Grantee that such disability prevents performance of the work involved.

11.4 In accordance with Connecticut General Statutes § 4a-60(a)(2) the Grantee agrees, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by CHRO.

11.5 In accordance with Connecticut General Statutes § 4a-60a(a)(1) the Grantee agrees and warrants that in the performance of the grant such Grantee 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 of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation.

11.6 In accordance with Connecticut General Statutes §§ 4a-60(a)(3) and 4a-60a(a)(2) the Grantee agrees to provide each labor union or representative of workers with which such Grantee has a collective bargaining agreement or other contract or understanding and each vendor with which such Grantee has a contract or understanding, a notice to be provided by CHRO advising the labor union or workers' representative of the Grantee's commitments, and to post copies of the notice in conspicuous places available to employees and applicants for employment.

11.7 In accordance with Connecticut General Statutes §§ 4a-60(a)(5) and 4a-60a(a)(4), the Grantee agrees to provide CHRO with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Grantee which relate to the provisions of this section and Connecticut General Statutes § 46a-56.

11.8 In accordance with Connecticut General Statutes § 4a-60(b) if the grant is a public works contract, the Grantee agrees and warrants that the Grantee will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project. The Grantee shall develop and maintain adequate documentation, in a manner prescribed by CHRO, of its good faith efforts, pursuant to Connecticut General Statutes §§ 4a-60(f) and 4a-60(g), respectively. For the purposes of this document, "Public Works Contract" is defined in accordance with Connecticut General Statutes § 46a-68b; and "Minority Business Enterprise" is defined in accordance with § 4a-60(e).

11.9 In accordance with §§ 4a-60(h) and 4a-60a(c) the Grantee shall include the provisions of subsections 11.1 to 11.8 inclusive, in every subcontract or purchase order entered into in order to fulfill any obligation of a grant with the State, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of CHRO. The Grantee 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 Grantee 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 Grantee 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.

11.10 For the purposes of this entire Nondiscrimination section, "Grant Award" includes any extension or modification of the Grant Award, "Grantee" includes any successors or assigns of the Grantee, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "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. For the purposes of this section, "Grant Award" does not include a grant where each grantee is (1) a political subdivision of the State of Connecticut, including, but not limited to municipalities, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state of the United States, including but not limited to, the District of Columbia, Puerto Rico, U.S. territories and possessions, and federally recognized Indian tribal governments, as defined in Connecticut General Statutes § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in subdivision (1), (2), (3), or (4) of this subsection.

SECTION 12: Executive Orders.

12.1 This agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill regarding nondiscrimination promulgated June 16, 1971, and such Executive Order is incorporated herein by reference and made a part thereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination until the agreement is completed or terminated prior to completion. This agreement may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this agreement.

12.2 This agreement is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, requiring contractors and subcontractors to list employment openings with the Connecticut State Employment Service and such Executive Order is incorporated herein by reference and made a part thereof. The parties agree to abide by said Executive Order and agree that the granting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to performance in regard to listing all employment openings with the Connecticut State Employment Service. This agreement may be canceled, terminated or suspended by the granting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner is not a party to this agreement.

12.3 This agreement is subject to the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, regarding Violence in the Workforce Prevention and, such Executive Order is incorporated herein by reference and made a part thereof. This agreement may be canceled, terminated or suspended by the State for violation of or noncompliance with said Executive Order No. Sixteen.

SECTION 13: Americans with Disabilities Act.

This section applies to those grantees, which are or will become responsible for compliance with the terms of the Americans with Disabilities Act of 1990 during the grant award period. The Grantee represents that it is familiar with the terms of this Act and that it is in compliance with the law. Failure of the Grantee to satisfy this standard either now or during the period of the grant, as it may be amended, will render the grant voidable at the option of OPM upon notice to the Grantee. The Grantee warrants that it will hold OPM and the State harmless from any liability, which may be imposed upon OPM and the State as a result of any failure of the Grantee to be in compliance with this Act.

SECTION 14: Independent Contractor.

The Grantee shall act as an independent contractor in performing this agreement, maintaining complete control over its employees and all of its subcontractors. Before hiring outside consultants or entering into contractual agreements with persons, partnerships or companies, the Grantee will notify OPM of the contractor's identity.

SECTION 15: Federal Compliance and Assurances.

If the Grantee receives any federal funds in this grant, as identified on the Notice of Grant Award, the Grantee and all its subgrantees will comply with the nondiscrimination requirement of Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973 as amended; and the Age Discrimination Act of 1975, to the effect that no person shall, on the grounds

of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under, or denied employment in connection with any program or activity funded in whole or in part with funds made available in this grant.

SECTION 16: Non-Supplanting.

16.1 If the Grantee receives any federal funds in this grant as identified on the Notice of Grant Award, the Grantee agrees that these grant funds will be used to supplement and increase, but not supplant, the level of state, local, private and federal funds that would, otherwise, be made available for this project and to serve this target population and will in no event replace such state, local, private and federal funds.

16.2 The Grantee shall not use state funds conveyed by the grant to supplant any local funds, if a municipality, or other state funds, if a state agency, which were budgeted for purposes analogous to that of the state grant funds. OPM may waive this provision upon request and for good cause shown, when it is satisfied that the reduction in local funds or other state funds, as the case may be, is due to circumstances not related to the grant.

SECTION 17: Additional Federal Conditions.

If the Grantee receives any federal funds in this grant as identified on the Notice of Grant Award, the Grantee agrees to comply with the attached Additional Federal Conditions which have been issued by the federal grantor agency to OPM and which are, hereby, made a part of this grant award.

SECTION 18: Indemnification.

The Grantee, hereby, agrees to indemnify, defend and save harmless the State of Connecticut, including, but not limited to, OPM, their respective officers, employees and agents for any breach of this agreement.

SECTION 19: Large State Contracts.

Pursuant to Connecticut General Statutes §§ 4-250 and 4-252, Contractor must present at the execution of each large state contract (having a total cost to the State of more than \$500,000 in a calendar or fiscal year) an executed gift affidavit, which Contractor shall update as prescribed by Connecticut General Statutes § 4-252(a). In addition, pursuant to Governor Dannel P. Malloy's Executive Order No. 49, anyone who executes and files said gift affidavit shall also execute and file a campaign contribution affidavit disclosing all contributions made to campaigns of candidates for statewide public office or the General Assembly.

SECTION 20: State Contracting Standards Board.

Pursuant to Connecticut General Statute §4e-7 the Grantee acknowledges and accepts that, for cause, the State Contracting Standards Board may review and recommend, for OPM's consideration and final OPM determination, termination of this grant contract. "For Cause" means: (1) a violation of the State ethics laws (Chapter 10 of the Connecticut General Statutes) or Connecticut General Statutes § 4a-100 or (2) wanton or reckless disregard of any State contracting and procurement process by any person substantially involved in such contract or state contracting agency.

SECTION 21: Municipal Public Works Contracts and Quasi-Public Agency Projects Funded in Whole or Part by the State in Excess of \$50,000.

Municipalities awarding municipal public works contracts and quasi-public agencies entering into contracts for quasi-public agency projects, funded in whole or part with grant funds awarded pursuant to this agreement, shall adhere to the requirements of Connecticut General Statutes §§ 4a-60, 4a-60a, 4a-60g, 46a-56, 46a-68c, 46a-68d, 46a-68g, and 46a-86 relating, but not limited to: nondiscrimination, affirmative action, and the set-aside program for small contractors and minority business enterprises. "Municipal Public Works Contract" is defined in accordance with Connecticut General Statutes § 4a-60g(a)(14) and "Quasi Public Agency Project" is defined in accordance with Connecticut General Statutes § 4a-60g(a)(15).

SECTION 22: Campaign Contribution and Solicitation Prohibitions.

For all State contracts as defined in § 9-612 of the Connecticut General Statutes having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign

contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Attachment A.

SECTION 23: Nondiscrimination Certification.

Pursuant to Connecticut General Statutes §§ 4a-60 and 4a-60a every Grantee is required to provide the State with a nondiscrimination certificate for all State contracts regardless of type, term, cost or value. Notwithstanding the foregoing, the types of Grantees listed in section 11.10 are not required to file a nondiscrimination certificate. The appropriate form must be submitted to the awarding agency (as defined by Connecticut General Statutes §4a-60g) prior to contract execution. Copies of "nondiscrimination certification" forms that will satisfy the statutory requirements may be found on OPM's website. The applicable certification form must be signed by an authorized signatory of the Grantee.

SECTION 24: Additional Restrictions on Use of Federal Funds.

Pursuant to 18 U.S.C. § 1913 and 31 U.S.C. § 1352, Grantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government without the express prior written approval of federal government.

SECTION 25: Iran Certification.

Effective October 1, 2013, OPM Iran Certification Form 7 must be submitted for any large state contract, as defined in § 4-250 of the Connecticut General Statutes. OPM Iran Certification Form 7 must always be submitted with the bid or proposal, or if there was no bid process, with the resulting contract, regardless of where the principal place of business is located. Entities whose principal place of business is located outside of the United States are required to complete the entire form, including the certification portion of the form. United States subsidiaries of foreign corporations are exempt from having to complete the certification portion of the form. Those entities whose principal place of business is located inside of the United States must also fill out the form, but do not have to complete the certification portion of the form.

SECTION 26: Forum and Choice of Law.

The parties deem the Grant to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Grant to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Grantee waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

Section 27: Requirements for Nonprofit Organizations.

If the Grantee is a nonprofit organization, the Grantee agrees to maintain its 501(c)(3) status and to maintain up-to-date annual filings as follows: (1) Certificate of Legal Existence with the Connecticut Secretary of the State; (2) Charitable Organization Registration with the Connecticut Department of Consumer Protection, unless exempted by Connecticut General Statutes § 21a-190d; and (3) Return of Organization Exempt From Income Tax Form 990 with the Internal Revenue Service. At OPM's request, the Grantee shall provide OPM with documentation pertaining to Grantee's 501(c) (3) and/or annual filings.

SECTION 28: Special Grant Conditions.

The Grantee agrees to comply with the attached Special Grant Conditions, which have been issued in connection with this specific grant award, and which are hereby made a part of this award.

ATTACHMENT A

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes Section 9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

Campaign Contribution and Solicitation Limitations

No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor* or *principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

Contract Consequences

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any

agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

**STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT**

Enter Division Name
450 CAPITOL AVENUE
MS # Enter Mail Stop Number
HARTFORD, CT 06106

SPECIAL GRANT CONDITIONS

Check applicable box, if required.

- 1. The Grantee agrees to complete and submit to OPM a revised project narrative not later than thirty (30) days after signing this grant award. The Grantee must contact OPM program staff at **enter contact info** regarding the required revisions.
- 2. Specific funding limitations have been applied to this grant. Please contact OPM program staff at **enter contact info** for further detail on these funding restrictions.
- 3. The Grantee is required to participate in training session(s) on **Select Date**. The Grantee must contact **enter contact info** to schedule training and determine if there are other technical assistance opportunities.
- 4. The Grantee must submit to OPM for review and approval a revised budget itemization for any proposed change (1) which will alter a budget category by more than 10% of the budget category or by more than \$500, whichever is greater, or (2) which places resources in a budget category not previously funded. Significant changes in the use of funds within a budget category, while not requiring a formal budget revision, should be reported to OPM by letter.
- 5. The Grantee must submit to OPM for review and approval a revised budget itemization for any proposed change (1) which will alter a budget category or (2) which moves resources between budget categories or (3) which moves resources to a line-item not previously approved by OPM
- 6. The Grantee, including all other recipients of assistance under the grant, whether by contract, subcontract, or subgrant, upon request, agrees to cooperate with research and evaluation efforts of OPM or any party designated by OPM for such purpose. The Grantee further agrees that such cooperation includes but is not limited to: (1) collecting and maintaining project data, including client data, (2) supplying project data to OPM or its designee; and (3) permitting access by OPM or its designee to any and all project information whether stored by manual or electronic means.
- 7. Grantee's attendance at all training events, seminars and conferences must be approved by OPM prior to submitting registration for the event. Requests to attend training events must include names of staff, purpose of training, justification/need for training, location, dates and costs. Staff attending training events may be required to present a summary of the training to OPM and/or other Grantees.
- 8. It will be the sole responsibility of the Grantee, and its staff, to insure that any report, article, computer program, database or other product or publication, whether oral or in writing, resulting from the performance of duties pursuant to this grant application and grant award, protects the privacy of confidential information and complies with confidentiality and privacy rights and obligations created by any federal and state law, court rules, or rules of professional conduct applicable to the work performed by the Grantee.

- ~~NA~~
9. The Grantee certifies that the application on which this grant is based was presented to the superintendent of schools for its school district and his or her comments thereon were given consideration prior to the submission of the application to OPM.
10. The Grantee shall comply with the following statutes, regulations, guidelines and requirements, to the extent applicable and mandated by the controlling underlying federal grant program:
- Section 3789d(c), Omnibus Crime Control and Safe Streets Act of 1968, as amended.
 - 28 C.F.R. Part 42, Subparts C, D, E.
 - 28 C.F.R. Part 23 (Criminal Intelligence Systems).
 - 28 C.F.R. Part 38 (Equal Treatment of Faith Based Organizations).
 - U.S. Department of Justice, Office of Justice Program (OJP) Financial Guide.
 - To avoid duplicating existing networks or IT systems in any initiatives funded by Bureau of Justice (BJA) for law enforcement information sharing systems, which involve interstate connectivity between jurisdiction, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the Grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.
 - Throughout the award period, the Grantee must ensure ongoing compliance with 8 U.S.C. § 1373. Among other things, Section 1373 bars prohibitions or restrictions on communication between State and local law enforcement agencies and officials and the Department of Homeland Security (and certain other entities) with respect to information regarding the citizenship or immigration status of any individual.
11. The Grantee agrees to and shall comply with all other applicable attachments provided by the federal government, as may be amended.
12. The Grantee agrees to and shall comply with the scope of work in the Grant, as may be amended.
13. The Grantee shall comply with all requirements of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, as amended, that are attached hereto.
14. Municipalities receiving discretionary state funding pursuant to this agreement shall be in compliance with C.G.S. § 8-23 and shall have adopted a plan of conservation and development (POCD) within the past ten years. If a municipality has not adopted a POCD within the past ten years, the municipality (1) in accordance with C.G.S. § 8-23(a)(2), has submitted a letter to the Secretary of the Office of Policy and Management and the Commissioners of Transportation, Energy and Environmental Protection, and Economic and Community Development explaining why the POCD has not been adopted within the past ten years, and (2) in accordance with C.G.S. § 8-23(b), has received written communication from the Secretary of the Office of Policy and Management waiving the prohibition of discretionary state funding pursuant to this agreement.
15. If applicable, the Grantee shall grant to other Connecticut municipalities or towns and/or the State limited, non-exclusive and royalty free license to use any Proprietary Computer Software or related electronic applications and all updates, upgrades and modifications developed pursuant to this Grant, but excluding Third-Party Software. For the purpose of this grant "Computer Software" means (i) computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and (ii) recorded information comprised of source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

- ☐ 16. If applicable, during the term of this Grant, including any extension thereof, Grantee and, if applicable, Grantee's subcontractor, shall install, run and maintain all upgrades, enhancements, and new releases of Grantee's proprietary Computer Software and Grantee's subcontractor's Computer Software and provide copies of such to all third parties granted a license to use such Computer Software.