CONNECTICUT STATE DEPARTMENT OF EDUCATION BUREAU OF HEALTH/NUTRITION, FAMILY SERVICES AND ADULT EDUCATION

Dr. Dianna R. Wentzell Commissioner of Education

Request for Proposals (RFP)

In-Classroom School Breakfast Pilot Program

2015-16

PURPOSE: To provide competitive grants-in-aid to state charter schools, local and regional boards of education, private schools, regional education service centers and endowed academies for the purpose of assisting up to 10 severe need schools, as defined in Connecticut General Statutes (C.G.S.) section 10-266w, to establish or expand inclassroom school breakfast programs, under C.G.S. 10-215g.

RFP #997

November 2015

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

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



In-Classroom School Breakfast Pilot Program

Grant Application Packet

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GENERAL INFORMATION

Purpose

The Connecticut State Department of Education (CSDE) is prioritizing funding commitments to schools that can demonstrate the need and capability to increase the number of students receiving nutritious school breakfasts.

Grant Period

School Year 2015-16: September 1, 2015-June 30, 2016. All funds must be obligated by June 30, 2016. There are no exceptions to this requirement.

Eligible Applicants

All severe need schools, not previously awarded, are eligible for these grant funds to establish or expand an in-classroom breakfast pilot program. The Connecticut General Statutes (C.G.S.), Section 10-266w defines severe need schools as follows: A "severe need school" means a school in which (1) the school is participating, or is about to participate, in a breakfast program, and (2) twenty percent or more of the lunches served to students at the school in the fiscal year two years prior to the grant year were served free or at a reduced price.

State charter schools, local and regional boards of education, nonprofit/nonpublic schools, regional educational service centers (RESCs) and endowed academies may apply for funding. Districts and RESCs that are the operators of interdistrict magnet school facilities may include those magnet schools in their applications. Each entity must submit separate applications for each severe need school under its jurisdiction that wishes to establish or expand an in-classroom breakfast pilot program.

Grant Contact

Jackie Schipke, Education Consultant; phone 860-807-2123 or e-mail jackie.schipke@ct.gov.

Funding

A total of \$50,000 is available for grants to be awarded to up to 10 severe need schools with a range of \$2,000 to \$10,000 for each grant.

The CSDE reserves the right to make grant awards under this program without discussion with the applicants. Proposals should represent the applicant's best effort from both a technical and cost standpoint. All awards are subject to the availability of state funds. Grants are not final until the award letters are executed. The level of funding and effective dates of the project will be set forth in the notification of the grant award.

Overall Use of Funds

Funds must be used to establish or expand, maintain and support operational and administrative costs related to the operation of an in-classroom school breakfast program for students. These in-classroom breakfast program funds must focus on increasing participation in the school breakfast program. These funds cannot be used for construction projects submitted to the state for reimbursement pursuant to Chapter 173 of the C.G.S. or to supplant other state or federal funds.

General Proposal Requirements

The CSDE will evaluate proposals from applicants that can document the need, capability and a cost effective approach to expand school breakfast participation through the operation of an in-classroom breakfast program in severe need schools. The proposals will be evaluated based on the following factors:

- 1. Objectives: The specific objectives are responsive to establishing or expanding an in-classroom breakfast program and promoting the school breakfast program.
- 2. Budget: The proposed budget provides sufficient support for success, is cost effective and reasonable.
- 3. Program Description: The proposal clearly provides a description of activities that are related to increasing the number of children who will benefit from the proposed in-classroom breakfast program, and the proposed program is likely to increase the number of students receiving nutritious school breakfasts.
- 4. Program Expansion: The proposal will enhance the ability of the program to increase the number of students receiving nutritious breakfasts.
- 5. Counting and Claiming: There are adequate counting and claiming procedures outlined that will assure compliance with all federal regulations.

Application Deadline

The original proposal must bear an original signature of the authorized representative of the applicant. An original signature must also be included on the Standard Statement of Assurances, which is a component of all proposals.

Proposals (original and three copies), IRRESPECTIVE OF POSTMARK DATE AND MEANS OF TRANSMITTAL, must be received by 4:30 p.m. on Monday, December 21, 2015. <u>Extensions will not be given</u>. <u>Late submissions will not be</u> <u>scored</u>.

Project Reporting

Each grant recipient must submit a summative evaluation report that shall include staff and student responses to the funded project. This report must be in a format specified by the CSDE. Additional information will follow. The grant recipient must e-mail the final project report to <u>jackie.schipke@ct.gov</u> on or before Tuesday, August 30, 2016.

APPLICATION PREPARATION INSTRUCTIONS

Submit the following:

- 1. <u>Cover Page</u>: The required model for the format and content of the cover page is provided (see Appendix A) with original signature.
- 2. <u>Grant Proposal</u>: Using the format provided (see Appendix B), provide a concise plan for the in-classroom breakfast program that:
 - a. includes specific objectives and description of the proposed program or expansion of an existing program;
 - b. provides a sufficient budget that describes the full cost of the program;
 - c. describes the activities which are related to increasing the number of children who will benefit from the program;
 - d. describes the ability of the program to increase the number of students receiving nutritious school breakfasts; and
 - e. describes adequate counting and claiming procedures that will assure compliance with all federal regulations.

The grant proposal must be typed, double-spaced and on one side only of standard size sheets of paper ($8\frac{1}{2}x11$ inches). The proposal should be no longer than two pages, excluding required attachments.

- 3. <u>Budget</u>: Submit ED 114 and budget narrative (see Appendices C-D). The budget narrative should provide detailed descriptions of proposed costs.
- 4. <u>Assurances</u>: Signed assurances must be included with the application (see Appendix F).

A team of evaluators will review each submitted proposal based on criteria in the grant requirements section of this document. See Appendix E (page 11 of this document) to review the rating form which will be used by the grant readers.

Applications may be mailed or hand delivered to:

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

APPLICATION REQUIREMENTS

Obligations of Grantees

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

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

Assurances

Each application must include a Statement of Assurances undersigned by the authorized official of the district (see Appendix F).

Each application must clearly indicate that a viable program of services will be operating at each project site for at least a <u>16-week period</u> between November and June of this school year (2015-16).

Freedom of Information Act

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

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

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

FOR STATE USE ONLY

PROJECT NUMBER: _____

PERCENTAGE F&R:_____

Appendix A RFP #997 C.G.S. 10-215g November 2015

COVER PAGE

Connecticut State Department of Education Bureau of Health/Nutrition, Family Services and Adult Education

APPLICANT AGENCY:

Name:

Address:

Phone:

Name of School(s) where program will operate:

AGENCY GRANT CONTACT PERSON:

Name:

Title:

Address:

Phone:

E-mail:

I, ______, the undersigned authorized chief administrative official of this agency, submit this application on behalf of the participating agency, attest to the appropriateness and accuracy of the information contained herein, and certify that this application, if funded, will comply with all relevant requirements of C.G.S. 10-215g (inclusive) and that the Statement of Assurances and all other assurances made herein will be fully implemented.

| Signature: | | Title: | |
|-----------------|-----------------------------|--------|-------|
| Name (Typed): _ | (Superintendent of Schools) | | Date: |
| | | | |

Appendix B

In-Classroom School Breakfast Pilot Grant Proposal

| Applicant Agency: | |
|---|------------------------------------|
| School: | _Grade Levels: |
| Funds Requested: | Number of Students to Benefit: |
| Potential Increase in Breakfast Participa | ation: |
| Planned Start Date for Establishment or | Expansion of In-Classroom Program: |
| Does this school currently participate in | the School Breakfast Program? |
| If yes, describe the current method of m | neal service: |
| | |

Description of Proposed Program

- a. <u>Specific objectives and description of the proposed in-classroom breakfast</u> program to establish or expand an in-classroom breakfast program:
- b. <u>Detailed explanation of the full cost of the proposed in-classroom breakfast</u> <u>program:</u>
- c. <u>Description of activities which are related to increasing the number of children</u> who will benefit from the proposed in-classroom breakfast program:
- d. <u>Description of the ability of the proposed in-classroom breakfast program to</u> increase the number of students receiving nutritious school breakfasts:
- e. <u>Detailed description of adequate counting and claiming procedures that will assure</u> <u>compliance with all federal regulations:</u>

Appendix C

BUDGET FORM

ED 114 FISCAL Year 2016

| GRANT D | ☑ CONTRACT □ | | |
|--|---|--------|--|
| GRANTEE CODE: | GRANTEE NAME: TOWN CODE: | | |
| GRANT TI | GRANT TITLE: In-Classroom School Breakfast Pilot Program | | |
| PROJECT | TITLE: | | |
| CORE-CT | CORE-CT CLASSIFICATION: FUND: 11000 SPID: 17046 PROGRAM: 82079 | | |
| BUDGET F | REFERENCE: 2016 CHARTFIELD1: 170003 | | |
| GRANT PERIOD: 9/1/15-6/30/16 AUTHORIZED AMOUNT: | | | |
| CODES | DESCRIPTIONS | BUDGET | |
| 111A | NON-INSTRUCTIONAL | | |
| 200 | PERSONAL SERVICES EMPLOYEE BENEFITS | | |
| 500 | OTHER PURCHASED SERVICES | | |
| 600 | SUPPLIES | | |
| 700 | PROPERTY | | |
| | TOTAL | | |

| Original request date | State Department of Education | Date of |
|-----------------------|-------------------------------|----------|
| Revised request date | Program Manager Authorization | Approval |

Budget Object Codes

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

111A Non-Instructional

Amounts paid to administrative employees of the grantee not involved in providing direct services to pupils/clients. Include all gross salary payments for these individuals while they are on the grantee payroll including overtime salaries or salaries paid to employees of a temporary nature.

200 Personal Services - Employee Benefits

Amounts paid by the grantee on behalf of the employees whose salaries are reported in objects 100 or 111A and 111B. These amounts are not included in the gross salary, but are in addition to that amount. Such payments are fringe benefit payments and, while not paid directly to employees, nevertheless are part of the cost of personal services. Included are the employer's cost of group insurance, social security contribution, retirement contribution, tuition reimbursement, unemployment compensation and workmen's compensation insurance.

500 Other Purchased Services

Amounts paid for services rendered by organizations or personnel not on the payroll of the grantee (separate from Professional and Technical Services or Property Services). While a product may or may not result from the transaction, the primary reason for the purchase is the service provided.

600 Supplies

Amounts paid for items that are consumed, worn out, or deteriorated through use, or items that lose their identity through fabrication or incorporation into different or more complex units or substances.

700 Property

Expenditures for acquiring fixed assets, including land or existing buildings, improvements of grounds, initial equipment, additional equipment, and replacement of equipment.

In accordance with the Connecticut State Comptroller's definition equipment, included in this category are all items of equipment (machinery, tools, furniture, vehicles, apparatus, etc.) with a value of over \$1,000.00 and the useful life of more than one year and data processing equipment that has unit price under \$1,000.00 and a useful life of not less than five years.

Appendix D Budget Narrative

Applicant Agency: ____

In-Classroom School Breakfast Pilot Program

| BUDGET CODE | DETAILED BUDGET NARRATIVE |
|----------------|---------------------------|
| | |
| | |
| | |
| | |
| | |
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| | |
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| | |

BUDGET NARRATIVE DIRECTIONS:

Provide a <u>detailed</u> description of the proposed use of funds for each line item amount listed on the budget page. Wherever applicable, cite local policy and/or contractual basis for amounts requested. Example:

| BUDGET CODE | BUDGET NARRATIVE |
|--------------------|---|
| 111A | Salary amount projected at the first step of the Food Service Aide's salary range |
| | as established in the local education agency's collective bargaining agreement. |
| 600 | Estimated cost for 24 coolers to deliver breakfasts to classrooms in ABC |
| | Elementary School. |

Please respond to this task with as much detail as possible in order to avoid requests for more information, which may delay the granting process.

Appendix E

Scorer_

_____ In Classra

In-Classroom School Breakfast Pilot Program

Rating Review Form

Applicant: ____

<u>Reader Instructions</u>: Give the proposal a score that best reflects its attributes in each category. Add scores for all the sections and record the total score in the "Total Score" box above. The total maximum score is 100.

| Objectives | EXCELLENT 30 points | GOOD 20 points | MARGINAL 10 points | INADEQUATE 0 points |
|---|------------------------|-------------------|-----------------------|------------------------|
| The specific objectives are responsive to establishing or expanding an in-classroom breakfast program and promoting the school breakfast program. | | | | |
| Budget | EXCELLENT 15 points | GOOD 10 points | MARGINAL 5 points | INADEQUATE 0 points |
| The proposed budget provides sufficient support for success, is cost effective and reasonable. | | | | |
| Program Description | EXCELLENT 30 points | GOOD 20 points | MARGINAL 10 points | INADEQUATE 0 points |
| The proposal clearly provides a description of activities that are related to increasing the number of children who will benefit from the proposed in-classroom breakfast program. | | | | |
| Program Expansion | EXCELLENT 15 points | GOOD 10 points | MARGINAL 5 points | INADEQUATE 0 points |
| The proposal will enhance the ability of the program to increase the number of students receiving nutritious breakfasts. | | | | |
| Counting and Claiming | ADEQUATE 10 points | | | INADEQUATE 0 points |
| There are adequate counting and claiming procedures that will assure compliance with all federal regulations. | | | | |

Note any specific strengths or weaknesses of this proposal that should be considered in the final evaluation.

Strengths:

Weaknesses:

Note: This page is informational for the applicant. This form will be used in the scoring of the grant applications.

TOTAL SCORE: _____

Appendix F

STATEMENT OF ASSURANCES

CONNECTICUT STATE DEPARTMENT OF EDUCATION STANDARD STATEMENT OF ASSURANCES GRANT PROGRAMS

PROJECT TITLE:

In-Classroom School Breakfast Pilot Program

September 1, 2015 - June 30, 2016

THE APPLICANT:

HEREBY ASSURES THAT:

(insert Agency/School/CBO Name)

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

- **I.** If the project achieves the specified objectives, every reasonable effort will be made to continue the project and/or implement the results after the termination of state/federal funding;
- **J.** The applicant will protect and save harmless the State Board of Education from financial loss and expense, including legal fees and costs, if any, arising out of any breach of the duties, in whole or part, described in the application for the grant;
- **K.** At the conclusion of each grant period, the applicant will provide for an independent audit report acceptable to the grantor in accordance with Sections 7-394a and 7-396a of the Connecticut General Statutes, and the applicant shall return to the Connecticut State Department of Education any moneys not expended in accordance with the approved program/operation budget as determined by the audit;

L. Non-discrimination.

- (a) For purposes of this Section, the following terms are defined as follows:
 - (1) "Commission" means the Commission on Human Rights and Opportunities;
 - (2) "Contract" and "contract" include any extension or modification of the Contract or contract;

(3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;

(4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.

(5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;

(6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;

(7) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;

(8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;

(9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons:
(1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and

(10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-

public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

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

or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- **M.** The grant award is subject to approval of the Connecticut State Department of Education and availability of state or federal funds; and
- **N.** The applicant agrees and warrants that Sections 4-190 to 4-197, inclusive, of the Connecticut General Statutes concerning the Personal Data Act and Sections 10-4-8 to 10-4-10, inclusive, of the Regulations of Connecticut State Agencies promulgated there under are hereby incorporated by reference.

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

| Superintendent or Authorized Chief Administrative Official Signature: | |
|---|--|
| Name: (typed) | |
| Title: (typed) | |
| Date: | |