



State of Connecticut

Office of Policy and Management www.portal.ct.gov/opm

2022 Transit-Oriented Development (TOD) Grant Program Request for Applications (RFA)

A. PROGRAM OBJECTIVE:

The Office of Policy and Management (OPM) is seeking applications from municipalities for shovel-ready capital projects to advance state, regional, and local goals for transit-oriented development (TOD), as defined in [Section 13b-79o](#) of the Connecticut General Statutes.

B. ELIGIBLE APPLICANTS:

Connecticut municipalities.

Note that municipalities currently administering grant awards through other OPM-funded grant programs and whose contracts are (1) more than five years-old, or (2) have expired contracts that have not been closed out with the administering agency are not eligible to apply for new funding. OPM-funded grant programs include the Responsible Growth and Transit-Oriented Development (RGTO) Program, and the Small Town Economic Assistance Program (STEAP). Grantees should contact the administering agency for previous award information to ensure compliance

C. SELECTION PROCESS:

This is a competitive grant program, in which proposals shall be selected on a rolling basis at the discretion of the OPM Secretary, and subject to availability of funding approved by the Bond Commission. OPM reserves the right to award partial funding for projects.

Preference will be given to shovel-ready projects that include a minimum 20% match of the total project cost.

Only completed applications that are submitted by the deadline will be evaluated.

All proposals in response to this RFA are to be the sole property of the State and are subject to the terms of State laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws. If the proposer indicates that certain documentation, as required by this RFA, is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL, OPM will endeavor to keep said information confidential to the extent permitted by law.

Any addendums or changes to this program will be posted to OPM's 2022 Transit-Oriented Development (TOD) Grant Program webpage: <https://portal.ct.gov/opm/igpp/grants/rgtod-grant-program/2022-tod>. It is the responsibility of the applicant to monitor this website for any updates.

Applications must be submitted electronically to OPM-TOD2022@ct.gov by 5:00pm on September 1, 2022.

D. PROJECTED TIMELINE:

- Program Announcement: July 1st, 2022
- Applications Due: 5:00pm on September 1st, 2022
- Anticipated Project Awards: October 1st, 2022

E. DEFINITIONS:

Transit-Oriented Development (TOD) shall have the same meaning as defined in the Connecticut General Statutes [Section 13b-79o](#) as the development of residential, commercial and employment centers within one-half mile or walking distance of public transportation facilities, including rail and bus rapid transit and services, that meet transit supportive standards for land uses, built environment densities and walkable environments, in order to facilitate and encourage the use of those services.

Shovel-Ready projects are defined as those which have:

- Legislative body approval (eg. referendum, town meeting);
- All other project funding, including match funds, has been secured;
- All applicable local permits are in place, including but not limited to Inland Wetlands, Building, Planning and Zoning, etc;
- All applicable State approvals and permits are in place, including but not limited to review by the State Historical Preservation Office (SHPO), Flood Management Certification (FMC), Department of Transportation (DOT) Encroachment Permits, environmental reviews, etc;
- Utility coordination plan established;
- The Municipal Plan of Conservation and Development (POCD) is in compliance with [Connecticut General Statutes \(CGS\) 8-23](#)
- The project plans, specifications and estimates (PS&E) are ready to be advertised;

Authorized Signatory means the municipality's Chief Executive Officer (eg. Town Manager, Mayor, First Selectman, etc.) who is the individual legally authorized to apply for the grant and who has the authority to enter into any subsequent agreements/contracts per referendum vote or legislative body action.

F. FUNDING:

This program is funded from an aggregate amount of \$5.8M of State General Obligation Bond Funds authorized under Public Acts 16-4 MSS, Sec. 2(a)(1), and 17-02, Sec. 378(a)(1).

Any funding associated with an award is on a one- time basis only, with no promise or obligation of additional funding from OPM or the State.

All other funding for the proposed project (other than these grant funds) must be secured as of the time of application.

Unspent grant funds will not be repurposed for other uses. Such unspent funds will be returned to the program account and will be used for awards made in future rounds.

G. AWARD AMOUNTS:

Not less than two-hundred thousand dollars (\$200,000) and not more than two million dollars (\$2,000,000).

H. CONTRACT TIMELINES:

Awarded grants will have a four (4) year term and may be considered for a one (1) year extension to the grant end date. No grant shall have a term longer than five (5) years.

I. MATCHING FUNDS:

Grantee matching funds are not required. However, preference will be given to applicants that provide at least a 20% match of the total project cost.

Match funds must be from the municipality, not funds from other state or federal grants, and must directly support the proposed project and scope of work.

Salaries and/or expenses cannot be counted toward the match funds.

Grantee must spend 100% of its matching funds prior to final reimbursement.

Match expenditures can be those allowable project-related expenditures which were incurred before or during the grant contract period.

Eligible match expenditures include but are not limited to: studies, planning, design, engineering, contract services, remediation, and land acquisition.

J. REIMBURSEMENT PAYMENTS:

Grantee shall be paid on a reimbursement basis for eligible expenses incurred between the contract start date and the contract expiration date.

Reimbursement requests shall be prepared and submitted in accordance with the requirements of the administering agency.

Final reimbursement requests and all required project documents shall be submitted to the administering agency no later than ninety (90) days after the contract expiration date.

Reimbursement requests must be completed and signed by the Authorized Signatory.

Final reimbursement payment will be issued only after the grantee has expended all of its match funds, and the administering agency has (1) reviewed and approved all deliverables and project expenditures, and (2) verified that the terms of the contract have been satisfied.

Payments may be withheld at any time at the discretion of the administering agency if the agency identifies performance-related concerns, delays, or other issues which the agency anticipates will impact the grantee's ability to complete its contractual obligations in full. The agency shall provide written notice of its concerns to the grantee prior to withholding payment.

K. CONTRACT ADMINISTRATION:

Consistent with past practices, these grants will be administered by project-relevant agencies other than OPM. Grantees shall follow the rules and requirements of the administering agency.

The grantee shall adhere to any contracting standards, processes, procedures, submittals, reviews, and any other conditions as required by the administering agency.

The administering agency may include a retainage provision as part of the grant award.

Only minor changes germane to the original scope from the approved application shall be approved by the administering agency.

All projects are subject to all federal, state and local laws, ordinances, regulations, charters and municipal bylaws. It is the municipalities responsibility to be compliant and all should be reviewed with the municipal attorney and appropriate bodies.

Certain projects may require additional reviews, evaluations, permits and/or certifications with the potential to significantly impact project costs and timelines. The grantee is responsible for any added costs or delays as a result of these activities, and these should be accounted for in the grant application.

Delays caused by additional reviews, evaluations, permits and/or certifications shall not be used as justification for extending a grant beyond the maximum 5-year contract timeline.

Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFA is to be the sole property of the State.

L. ELIGIBLE ACTIVITIES:

Projects must be located within one-half (1/2) mile of an existing public transportation facility, including rail, bus rapid transit (BRT) and/or high-frequency, seven day per week local transit stop.

The municipality must either own the property, or hold a long-term lease on the property.

Shovel-ready capital projects or certain activities to directly support such projects, including but not limited to the following:

- New construction, expansion, renovation, or replacement of an existing facility or facilities;
- Site improvements to support an eligible capital project;
- Upgrades or improvements to existing public infrastructure to support an eligible capital project;
- Land Acquisition in support of an eligible capital project;

Examples of preferred projects include, but are not limited to the following:

- Infill development or redevelopment in existing regional centers, downtowns, city or village centers, and/or other major hubs of activity;

- Rehabilitation, redevelopment, or adaptive reuse of existing facilities with access to existing public infrastructure, including public sewer and water;
- Projects for the timely repair or upgrade of existing essential infrastructure;
- Projects to expand housing opportunities and availability;
- Projects to create or enhance a mix-of-uses within a community;
- Stabilization of historic facilities that are well-positioned for future rehabilitation or redevelopment;
- Improvements to public spaces and/or public facilities;
- Projects to improve accessibility and connections for pedestrians and other non-vehicle users;
- Projects to improve access to parks and other recreational opportunities, especially in communities with limited access;

M. INELEGIBLE ACTIVITIES AND EXPENDITURES:

Examples of ineligible expenditures include, but are not limited to the following:

- Non-capital projects such as studies, design, engineering, architectural planning, etc. These can be used to satisfy the applicant’s match requirements but are not eligible for reimbursement;
- Furniture, fixtures and equipment (FF&E) that are not permanently affixed to a building or site and can be easily moved or removed;
- Operational equipment or utilities such as desks, chairs, computers, electronic equipment, appliances, tables, bookcases, partitions, or other furnishings;
- Temporary or demonstration projects, ceremonial or entertainment expenses, or other expenses related to marketing or publicity;
- Programmatic expenditures or recurring budget expenditures, rent or lease payments, employee salaries or employee expenses, meals, lodging, bonus payments, or similar;
- Charges in excess of the lowest responsible bid where competitive bidding is required unless prior approval is obtained;
- Judgment for damages arising from the project, or any other fines or penalties related to the project, including interest, deficits, overdrafts, or other fees;
- Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer;
- Any expenditures made before the contract start date, or after the contract end date will not be reimbursed.

Examples of ineligible projects and activities include, but are not limited to the following:

- Development of previously undeveloped land (eg. greenfields);
- The expansion of public sewer or water infrastructure beyond the existing service area or development projects which require an expansion of public sewer or water infrastructure beyond the existing service area;
- Projects located in a floodplain, flood zone, or at an elevated risk for impacts from natural hazards and/or projected impacts from climate change;
- Environmental remediation or hazardous material abatement;
- Projects for the implementation or expansion of broadband infrastructure;
- Funds cannot be used as a municipal “match” or “share” for another state or federal grant.

- OPM through its administering agencies reserves the right to not fund or refuse reimbursement for projects or project components deemed inconsistent with the program parameters and/or the use of state bond funds.

N. GENERAL GRANT CONDITIONS OF THE STATE

In addition to the requirements of this RFA, applicants agree to comply with OPM's General Grant Conditions, or any terms and conditions required by the administering agency, if other than OPM.

O. CONTACT INFORMATION:

Programmatic and application questions should be directed to:

- Martin Heft, Undersecretary for the Intergovernmental Policy and Planning Division at the Office of Policy and Management, at martin.heft@ct.gov; and
- Rebecca Augur, Policy Development Coordinator for the Intergovernmental Policy and Planning Division at the Office of Policy and Management at Rebecca.Augur@ct.gov

Questions related to a specific grant that has been awarded (including questions about your grant contract/agreement, payment/reimbursement and a one-time extension), must be directed to the state agency assigned to administer your grant. Such information will be provided in the TOD award notification letter.

OFFICE OF POLICY AND MANAGEMENT
Intergovernmental Policy and Planning Division
450 CAPITOL AVENUE
MS #
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 grant-funded activities performed by the Grantee, its subcontractors and its subgrantees shall be subject to the inspection and approval of OPM at all times, and Grantee shall furnish all information concerning the grant-funded activities. 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 and its subcontractors and subgrantees at least twenty-four (24) hours' notice of such intended examination. At OPM's request, the Grantee and subcontractors and 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 and 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 activities under this agreement for a minimum of six (6) years for municipalities and Regional Councils of Government, and three (3) years for all other grantees starting from the date of submission of the final 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 activities 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 and/or conducting activities under this agreement.

SECTION 4: Insurance.

The Grantee agrees that while performing any activities specified in this Grant, the Grantee shall maintain sufficient insurance (liability and/or other), according to the nature of the activities 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 have conducted 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’s independent auditor 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 expended during its fiscal year. The State Single Audit Report or Program-Specific Audit Report, including the management letter and corrective action plan, if applicable, should be uploaded by the Grantee's independent auditor to OPM's Electronic Audit Reporting System (EARS) website no later than six months after the end of the audit period. The Grantee shall submit one hard copy of the State Single Audit Report or Program-Specific Audit Report, including the management letter and corrective action plan, if applicable, to the OPM Office of Finance no later than six months after the end of the audit period. The Grantee shall also submit Form DE-2017 Supplement to the Audit Report, Detail of OPM Expenditures to the OPM Business Office by email no later than 3 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 audit 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 Auditing Standards Generally Accepted In the United States of America, Government Auditing Standards 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 expended Financial Assistance under only one federal program during its fiscal year. 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 to the Federal Audit Clearinghouse 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 or forfeit the unexpended/disallowed funds to OPM no later than sixty (60) days following the end date of the Grant.

Section 11: Grant Extensions.

If permissible, pursuant to the provisions of the relevant grant program, if the Grantee seeks an extension to the grant period, it is the Grantee's responsibility to request an extension in writing to the Secretary of the Office of Policy and Management not later than 45 days prior to the Grant's end date. Such requests will be considered on a case-by-case basis and decisions will be made at the sole discretion of the Secretary or designee. Requests for extensions submitted later than the last 45 days prior to the Grant's end date may be denied. No extensions to the end date of a grant will be made if a grant's end date has already passed.

Section 12: Termination or Reduction for Convenience and Default.

OPM has the right to terminate or reduce a grant. Such reasons to reduce or terminate a grant award include, but are not limited to, if the Grantee: cancels, suspends or significantly changes the scope and activities of a funded project; fails to progress in fulfilling objective(s) of the grant award; fails to comply with the terms of the grant award; owes a final or any past due reports for a previously received OPM grant; is unable to raise the required match; announces or takes steps to dissolve its business and or demonstrates inadequate financial or overall governance management or oversight.

SECTION 13: Nondiscrimination and Affirmative Action.

13.1 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.

13.2 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.

13.3 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.

13.4 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.

13.5 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.

13.6 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.

13.7 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.

13.8 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).

13.9 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.

13.10 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.

13.11 Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Grantee, for itself and its authorized signatory of this Grant, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Grant to assure that the Grant will be performed in compliance with the nondiscrimination requirements of such sections. The Grantee and its authorized signatory of this Grant demonstrate their understanding of this obligation by either (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, or (B) initialing this nondiscrimination affirmation in the following box:

SECTION 14: Executive Orders and Other Enactments.

14.1 All references in this Grant to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Grant at any time during its term, or that may be made applicable to the Grant during its term. This Grant shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. At the Grantee's request, OPM shall provide a copy of these Enactments to the Grantee. Unless otherwise provided by Enactments, the Grantee is not relieved of its obligation to perform under this Grant if it chooses to contest the applicability of the Enactments or OPM's authority to require compliance with the Enactments.

14.2 This Grant is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Grant as if they had been fully set forth in it.

14.3 This Grant may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management,

Policy ID IT-SDLC-17-04; and (3) Executive Order Nos. 13F and 13G of Governor Ned Lamont, promulgated September 3, 2021 and September 10, 2021, respectively, concerning protection of public health and safety during COVID-19 pandemic, as extended by Executive Order No. 14A of Governor Ned Lamont, promulgated September 30, 2021. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Grant as if fully set forth in it.

SECTION 15: 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 16: 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 17: 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 18: Non-Supplanting.

18.1 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.

18.2 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 19: 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 20: Indemnification.

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

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, defined in section 9-612 of the Connecticut General Statutes as 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 Grant represents that they have received 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 and, if applicable, Grantee shall complete and submit State of Connecticut Campaign Contribution Certification (OPM Form 1) to OPM at the time of submission of proposal and/or application (if no proposal or application, submit to OPM prior to execution of Grant Award).

SECTION 23: Access to Contract and State Data.

The Grantee shall provide to the Grantor access to any data, as defined in Conn. Gen Stat. Sec. 4e-1, concerning the Grant and OPM that are in the possession or control of the Grantee upon demand and shall provide the data to OPM in a format prescribed by OPM and the State Auditors of Public Accounts at no additional cost.

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: 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 26: Sovereign Immunity.

The parties acknowledge and agree that nothing in the Solicitation or the Grant shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Grant. To the extent that this section conflicts with any other Section, this Section shall govern.

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.