

State of Connecticut
Office of Policy and Management
CONNECTICUT KEEP KIDS SAFE GRANT PROGRAM
REQUEST FOR APPLICATIONS
April 10, 2012

I. GENERAL INFORMATION

■ **A. INTRODUCTION**

The Office of Policy and Management (OPM) announces the release of a Request For Applications (RFA) for the Connecticut Keep Kids Safe Grant Program (CKKSGP). The purpose of the CKKSGP is to provide grants to agencies, institutions or persons to conduct research, provide public education, establish outreach programs and enhance public awareness of safety issues with regard to children.

Grants will be distributed for programs such as, but not limited to:

- Bicycle Helmet Campaign
- Child Occupant Protection
- Child Drowning Prevention
- Scald Burn and Residential Fire Detection
- Research
- Outreach
- Public Awareness and Education

This RFA is issued in accordance with Sections 14-21f and 14-21g of the Connecticut General Statutes. OPM reserves the right to amend or cancel this RFA, at any time, if OPM deems it to be necessary, appropriate, or otherwise in the best interest of the State.

■ **B. PROGRAM OVERVIEW**

CKKSGP funds may be used to coordinate, develop and implement new innovative community programs or expand existing programs that prevent unintentional injuries among children under the age of 18 and to support public education and outreach activities to increase public awareness of the prevention of unintentional injuries. Programs and services may include, but are not limited to, the following strategies: bicycle helmet campaigns; child occupant protection programs; child drowning prevention programs; scald burn and residential fire detection programs; research programs; outreach programs; and public awareness and educational programs.

The program will distribute one-time grant funding up to \$45,835 for the period September 2012- June 2013.

1. **Program Guidelines.** The selection of applications will be made on a competitive basis. Applicants and grantees must comply with the following guidelines:
 - (a) Eligible applicants must be agencies, institutions or persons with knowledge and experience in the prevention of unintentional injuries among children under the age of 18.
 - (b) Eligible applicants may request funding up to \$45,835 for the period of September 2012 – June 2013. The minimum funding request is \$5,000. No more than 5% of the grant request may be used for administrative costs directly related to the project.
 - (c) Eligible use of funding may include, but is not limited to, bicycle helmet campaigns; child occupant protection programs; child drowning prevention programs; scald burn and residential fire detection prevention programs; research projects; public awareness and education programs; and outreach programs. The applicant may propose other innovative child safety programs not identified above, if there is documented evidence of a problem or need in Connecticut.
 - (d) Purchase of equipment such as bicycle helmets, knee pads, smoke detectors, child safety seats, flotation equipment, educational supplies and other services and expenses that are reasonable and related to the program will be considered for funding.
 - (e) Grantees must adhere to allowable costs as defined in OPM's "Cost Standards" for determining the costs of contracts, grants, and other agreements with organizations that receive funding from the State of Connecticut. *Find the cost standards at: http://www.ct.gov/opm/fin/cost_standards*
2. **Funding.** Grantee selection is at the discretion of the Secretary of OPM. OPM will designate an Evaluation Committee to review, rate and score eligible applications meeting the minimum submission requirements. The Evaluation Committee will make recommendations to the Secretary of OPM who may select any, part, or none of the applications for possible funding. Applicants may be required to provide additional documentation to support any request to the Evaluation Committee for funding.
3. **Supplanting of Funds.** Funding received for any project under this grant program must be used to supplement, and not supplant (take the place of), any federal or private funds received for the project. The possibility of supplanting will be the subject of careful application review, possible pre-award review, post-award monitoring, and audit. Any supplanting of federal or private funds with grant funds is grounds for potential suspension or termination of grant funding and recovery of funds already provided.

■ C. APPLICATION INSTRUCTIONS

Failure to abide by these instructions may result in disqualification of the application.

1. **Official Contact.** OPM has designated the individual below as the Official Contact for purposes of this RFA. The Official Contact is the **only authorized contact** for this RFA and, as such, handles all related communications on behalf of OPM. Applicants, prospective applicants, and other interested parties are advised that any communication with any other OPM employee (including appointed officials) or personnel under contract to OPM about this RFA is strictly prohibited. Applicants or prospective applicants who violate this instruction may risk disqualification from further consideration.

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2. Application Information. The RFA, amendments to the RFA, and other information associated with the RFA are available in electronic format from the Official Contact or on the Internet at the following locations:

- Office of Policy and Management RFP Web Page
www.ct.gov/opm/RFP
- State Contracting Portal
http://www.biznet.ct.gov/SCP_Search/Default.aspx?Acclast=2

It is strongly recommended that all applicants or prospective applicants interested in this RFA subscribe to receive e-mail alerts from the State Contracting Portal. Subscribers will receive a daily e-mail announcing procurements and addendums that are posted on the portal. This service is provided as a courtesy to assist in monitoring activities associated with State contracting, including this RFA.

Printed paper copies of all documents are also available from the Official Contact upon request.

3. Contract. The award of any contract pursuant to this RFA is dependent upon the review and approval of OPM. OPM anticipates the following:

- Total Funding Available: Up to \$45,835
- Number of Awards: One or more awards.

4. Eligibility Requirements. Applicants must be agencies, institutions, or persons with knowledge and experience to implement the requirements described in the RFA to be eligible to apply for these grant funds.

5. Schedule. Dates after the Evaluation Committee completes the review, rating, and scoring of applications (*) are contingent on action by the OPM Secretary. Approval of any application for funding is at the discretion of the OPM Secretary and is not guaranteed. OPM may amend the schedule, as needed. Any change made prior to the application due date (June 19, 2012) will be made by means of an amendment to this RFA. The amendment will be posted on the State Contracting Portal and OPM's RFP Web Page. Notice of any change made after the application due date will be posted on OPM's RFP Web Page and the State Contracting Portal. After June 19, 2012, applicants are advised to monitor OPM's RFP Web Page for announcements concerning this RFA.

- RFA Released: April 10, 2012
- Deadline for Questions: April 24, 2012
- Answers Released: May 15, 2012
- Applications Due: June 19, 2012, 2:00 p.m.
- Evaluation Completed: July 17, 2012
- (*) Grantee Selection: To Be Determined
- (*) Contingent Contract Negotiations: To Be Determined
- (*) Contract Execution: To Be Determined
- (*) Start of Contract: To Be Determined

6. Inquiry Procedures. All questions regarding this RFA must be directed, in writing, to the Official Contact before the deadline specified in the schedule. The early submission of questions is encouraged. Questions will not be accepted or answered verbally – neither in person nor over the telephone. All questions received before the deadline will be answered. However, OPM will not answer questions when the source is unknown (i.e., nuisance or anonymous questions). Questions deemed unrelated to the RFA will not be answered. At its discretion, OPM may or may not respond to questions received after the deadline. OPM may combine similar questions and give only one answer. All questions and answers will be compiled into a written amendment to this RFA. If any answer to any question constitutes a material change to the

RFA, the question and answer will be placed at the beginning of the amendment and duly noted as such. OPM will release the answers to questions on the date established in the schedule. OPM will publish any and all amendments to this RFA on the State Contracting Portal and on OPM's RFP Web Page.

- 7. Application Due Date and Time.** The Official Contact is the **only authorized recipient** of applications submitted in response to this RFA. Applications must be received by the Official Contact on or before the due date and time:

- Due Date: Tuesday, June 19, 2012
- Time: 2:00 p.m.

Faxed or e-mailed applications will not be evaluated. When hand-delivering applications by courier or in person, allow extra time due to building security procedures. OPM will not accept a postmark date as the basis for meeting the application due date and time. Applications received after the due date and time may be accepted by OPM as a clerical function, but late applications will not be evaluated. At the discretion of OPM, late applications may be destroyed or retained for pick up by the submitters.

- 8. Multiple Applications.** The submission of multiple applications is not permitted. Each applicant is allowed to submit only one application which may include multiple program areas.

- 9. Freedom of Information Act.** Applications submitted in response to this RFA are the sole property of the State. Applicants are encouraged NOT to include in their applications any information that is proprietary. Applicants are advised that all materials associated with this RFA are subject to the terms of the Freedom of Information Act (FOIA), the Privacy Act, and all rules, regulations, and interpretations resulting from them. The FOIA generally requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content falls within certain categories of exemption.

If the information is not readily available to the public from other sources and the applicant submitting the information requests confidentiality, then the information is generally considered to be "given in confidence." If the applicant 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. OPM, however, has no obligation to initiate, prosecute, or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information pursuant to a FOIA request. The applicant has the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall OPM or any of its staff have any liability for disclosure of documents or information in the possession of OPM which OPM or such staff believes to be required pursuant to the FOIA or other requirements of law.

- 10. Conflict of Interest.** A conflict of interest exists when a relationship between an applicant and a public official (including an elected official) or State employee may interfere with fair competition or may be adverse to the interests of the State. The existence of a conflict of interest is not, in and of itself, evidence of wrongdoing. A conflict of interest may, however, become a legal matter if an applicant tries to influence, or succeeds in influencing, the outcome of an official decision for personal or corporate benefit. Applicants are required to disclose any current business relationships (within the last three years) that pose a conflict of interest. OPM will determine whether the conflict of interest poses a substantial advantage to the applicant over the competition, decreases the overall competitiveness of this RFA, or is not in the best interests of the State.

■ D. FORMAT REQUIREMENTS

The application must follow the format requirements described below. Applications that do not comply with these instructions will not be evaluated.

- 1. Original Application; Copies.** Applicants must submit one (1) original paper application and five (5) conforming paper copies of the original application.

The original paper application must carry original signatures and be clearly marked on the cover as "Original." Unsigned applications will not be evaluated. The original application and each conforming paper copy of the application must be complete, properly formatted and outlined, and ready for review by the Evaluation Committee. The electronic copy of the application must be compatible with Microsoft Office Word 2003 or 2007. For the electronic copy, required forms and documentation may be scanned and submitted in Portable Document Format (PDF) or similar file format.

- 2. Style Requirements.** All applications must conform to the specifications below.

- Binding Type: Clips or ring binders only
- Paper Size: 8.5" x 11"
- Paper Color: White
- Font Type: Arial, Verdana, or Times New Roman
- Font Size: 10 or 12 points
- Margins: Minimum 1"

- 3. Organization.** The application must be organized as follows:

Cover Sheet

Table of Contents

Section A. Declaration and Disclosures

Declaration of Confidential Information (*if applicable*)

Conflict of Interest – Disclosure Statements

Section B. Application

Narrative

Budget

Section C. Applicant Forms

Required Forms

Required Documentation

- 4. Pagnation.** The applicant's name must be displayed in the footer of each page of the application. All pages of the application, including forms and documentation, must be numbered in the footer. For the entire application, use the following format: Page x of xx.
- 5. Packaging and Labeling Requirements.** The application must be submitted in sealed packages and be addressed to the Official Contact. The Name and Mailing Address of the Single Point of Contact must appear in the upper left corner of the package. Any application received that does not conform to these packaging or labeling instructions will be opened as general mail. Such an application may be accepted by OPM as a clerical function, but it may not be evaluated. At the discretion of OPM, such an application may be destroyed or retained for pick up by the submitter.

■ E. EVALUATION OF APPLICATIONS

- 1. Evaluation Process.** It is the intent of OPM to conduct a comprehensive, fair, and impartial evaluation of applications received in response to this RFA. When evaluating applications, negotiating with applicants, and awarding grants, OPM will conform to its written procedures for General Grant Conditions and the Connecticut Keep Kids Safe Grant Program Evaluation Plan developed for the purposes of this RFA. Find the General Grant Conditions in Attachment A.
- 2. Minimum Submission Requirements.** Only applications found to be responsive (that is, in compliance with all instructions and requirements described herein) will be reviewed, rated, and scored. Applications that fail to comply with all instructions and requirements will be rejected without further consideration. To be eligible for evaluation, applications must meet the following minimum submission requirements: (1) be received on or before the due date and time; (2) follow the required format; and (3) be complete.
- 3. Evaluation Committee.** OPM will designate an Evaluation Committee to review, rate, and score eligible applications meeting the minimum submission requirements. The contents of all applications, including any confidential information, will be shared with the Evaluation Committee. Attempts by any applicant (or representative of any applicant) to contact or influence any member of the Evaluation Committee shall result in disqualification of the application.
- 4. Evaluation Criteria (and Points).** OPM has established criteria for reviewing and evaluating applications. To be considered for funding, an applicant must receive a minimum average rating of 75.

Funding recommendations are at the discretion of the Evaluation Committee, which may recommend any, none, or part of the applications to the Secretary of OPM. The OPM Secretary has full discretion to accept or reject, in whole or in part, any funding recommendation submitted by the Evaluation Committee.

NOTE: As part of its review, the Evaluation Committee will also consider the applicant's demonstrated commitment to affirmative action, as required by the Regulations of CT State Agencies § 46A-68j-30(10).

- 5. Grant Selection and Award.** Upon completing its evaluation of applications, the Evaluation Committee will submit its recommendations to the Secretary of OPM. The final selection of any application(s) is at the discretion of the Secretary of OPM. Any selected applicant will be notified by OPM and given an opportunity to negotiate the scope and amount of a possible grant award contract. If the applicant and OPM reach agreement as a result of these negotiations, an applicant may be required to provide additional documentation.
- 6. Grant Execution.** If any project is approved, OPM will serve as the administrator to execute a contract with the successful applicant and to oversee the grantee's implementation of the approved project(s).
- 7. Grant Payments.** Grant funds will be distributed through a purchase requisition payment method based on the approved budget submitted with the application. An initial payment of 25% of the grant amount will be made once the grant is fully executed. The grantee must reconcile the initial payment to initiate subsequent payments. Requests for additional payments shall be limited to the grantee's immediate cash needs. OPM will provide the necessary forms and instructions to the grantee.
- 8. Grant Reporting Requirements.** Grantees will be required to submit financial and progress reports and any other reports requested by OPM in a format and timeframe designated by OPM.

GENERAL APPLICATION POINTS

Narrative

- Overview of Applicant’s Organization 5 max.
- Description of Applicant’s Past Experience 10 max.
- Description of Proposed Program 60 max.

Budget

- Line Item Budget 15 max.
- Funding Sources (Leverage) 5 max.

Applicant Required Forms

- Financial Statement/Annual Budget 5 max.

II. APPLICATION COMPONENTS

The application must be organized as follows and include all required components. Applications that do not comply with these instructions will not be evaluated.

Cover Sheet

All applicants must complete the application coversheet and provide all requested information.

Table of Contents

Applications must have a Table of Contents. The Table of Contents must be consistent with the required organization for the application and must include page numbers. See Section I.D.3 above.

Section A: Declaration & Disclosures

1. Declaration of Confidential Information (if applicable)

If an applicant deems that certain information required by this RFA is confidential, the applicant must include a Declaration of Confidential Information immediately after the Cover Sheet. An applicant must label the information deemed as CONFIDENTIAL. In the Declaration, the applicant must provide a convincing explanation and rationale sufficient to justify an exemption of the information from release under the FOIA. The explanation and rationale must be stated in terms of (a) the prospective harm to the competitive position of the applicant that would result if the identified information were to be released and (b) the reasons why the information is legally exempt from release pursuant to C.G.S. § 1-210(b).

2. Conflict of Interest – Disclosure Statements

Each applicant must include a disclosure statement concerning any current business relationships (within the last three (3) years) that pose a conflict of interest, as defined by C.G.S. § 1-85. In the absence of any conflict of interest, an applicant must affirm such in the disclosure statement. *Example: “[Name of participant organization] has no current business relationships (within the last three (3) years) that pose a conflict of interest, as defined by C.G.S. § 1-85.”* The disclosure statement must be signed and dated by the Authorized Official of the participant organization.

Section B: Application

1. Narrative

Applicants must provide a narrative for the application, including, but not limited to, the information below. *Maximum 10 pages (double line spacing).*

a. Description of Program:

- (1) Provide an overall description of your organization.
- (2) Describe how your organization's experience, training, skills or knowledge meet the requirements of this RFA. Include examples of prevention of unintentional injury projects administered by your agency within the last two years. Identify those programs funded by any agency of the State of Connecticut.
- (3) Provide a detailed description of the proposed project including purpose, need, proposed activities, populations to be served, numbers to be served, service area(s), expected outcomes, and an explanation of the procedures to be used to obtain expected outcomes.
- (4) Provide a schedule or timetable including a regular operating schedule or timetable that demonstrates how the activities will be planned, implemented, and monitored within the proposed grant period.

2. Budget

Applicants must provide a budget, including, but not limited to, the information below.

- a. Line Item Budget.** Prepare a line item budget detailing all direct costs associated with implementation of the project, including any administrative costs directly related to the project. No more than 5% of the grant request may be used for administrative costs.
- b. Funding Sources (Leverage).** Application should document, all available funding for the project from all sources. On an attachment sheet titled Funding Sources (Leverage), identify all funding sources (name and amount) contributed to this project if any.

Section C: Applicant Forms

Applicants must submit the forms and documentation below. The required forms must not be altered or used to extend, enhance, or replace any component required by this RFA. Documentation other than that requested below will be discarded and not evaluated.

1. Required Forms

- ___ U.S. Department of the Treasury, Internal Revenue Service (IRS), Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. 12-2011)
- ___ State of Connecticut, Agency Vendor Form SP-26NB-IPDF (Rev. 4/10)
- ___ State of Connecticut, OPM Vendor/Bidder Profile Sheet, OPM-A-15 (Rev. Jun-08)
- ___ State of Connecticut, Nondiscrimination Certification (Rev. 07-08-2009)
* Find applicable form at: http://www.ct.gov/opm/fin/nondiscrim_forms
- ___ State of Connecticut, Acknowledgement of Contract Compliance, Notification To Bidders
- ___ State of Connecticut, Contract Compliance Monitoring Report (Parts I-V)

2. Required Documentation

- ___ Determination letter from the Department of Treasury, Internal Revenue Service, granting the organization exemption from federal income tax under Section 501(C)(3) of the Internal Revenue Code
- ___ Certificate of Legal Existence, issued by the State of Connecticut, Secretary of the State
- ___ Annual Report Form, State of Connecticut, Secretary of the State (copy of most recent filing)
- ___ List of Board of Directors, including Names and Titles of Officers
- ___ Certified resolution, adopted by the Board of Directors, approving **and** authorizing submission of the application
- ___ Current Annual Budget (Note: Budget must delineate State funding from other sources of funding.)
- ___ Financial Statements. If available, CPA-prepared financial statements for the most recent three years: (1) financial position, (2) activities, (3) cash flow, (4) functional expenses; plus (5) any findings in the most recent audit. Otherwise, copies of IRS Tax Form 990 (Return of Organization Exempt From Income Tax) for the most recent three years, plus any additional forms or attachments submitted to the IRS with the return.

ATTACHMENTS

Connecticut Keep Kids Safe Grant Program

- Cover Sheet

General

- OPM RFP Conditions

Other Informational Materials/Documents and/or Required Forms

- State of Connecticut Vendor/Bidder Profile Sheet, OPM-A-15 (Rev. June -08)
- Standard Grant Language:
 - Attachment A-General Grant Conditions
- Informational Materials/Forms:
 - State of Connecticut Guide to the Code of Ethics
 - Nondiscrimination Certificate Form
 - Agency Vendor Form SP-26NB-IPDF (Rev. 4/10)
 - Department of Treasury, Internal Revenue Service (IRS), Form W-9 (Rev. 12-2011)
 - OPM, Contract Compliance Package

OFFICE OF POLICY AND MANAGEMENT
Connecticut Keep Kids Safe Grant Program
GRANT APPLICATION FORM
COVER SHEET

1. Project Title _____	2. Proposed Period of Award
3. Name of Organization, State Agency, Individual and Address	4. Name, Title, Address and <u>Phone</u> of Official Authorized to sign for Organization, or Agency
5. I, THE UNDERSIGNED, FOR AND ON BEHALF OF THE NAMED APPLICANT AGENCY, DO HEREWITH APPLY FOR THIS GRANT, ATTEST THAT, TO THE BEST OF MY KNOWLEDGE, THE STATEMENTS MADE HEREIN ARE TRUE, AND AGREE TO THE GENERAL AND SPECIAL GRANT CONDITIONS ATTACHED TO THIS GRANT APPLICATION FORM. SIGNATURE _____ DATE _____ TITLE: _____	
6. Name, Title, Address of Project Director PHONE: FAX: EMAIL:	7. Name, Title, Address of Financial Officer PHONE: FAX: EMAIL:
8. Summary Project Description 	
9. Summary Budget: Requested Grant Funds: _____ Other Funds: _____ Total Project Cost: _____	
11. Federal Employer Identification Number: _____	

STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
RFP CONDITIONS

All proposers must be willing to adhere to the following conditions and must positively state this in the proposal by completing the **OPM Vendor/Bidder Profile Sheet (OPM-A-15, June 2008)**.

- A. The State is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The State is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services, or activities.
- B. All proposals in response to this RFP are to be the sole property of the State. Proposers are encouraged **NOT** to include in their proposals any information that is proprietary. All materials associated with this procurement process are subject to the terms of State laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws. The Connecticut Freedom of Information Act (FOIA) generally requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption. An example of an exemption is a "trade secret," as defined by Connecticut General Statutes Section 1-210(b)(5)(A). Confidential information must be separated and isolated from other material in the proposal and labeled **CONFIDENTIAL** and enclosed in a separate envelope.

If the proposer indicates that certain documentation, as required by this RFP, 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. OPM, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information pursuant to a FOIA request. As set forth below, the proposer has the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall OPM or any of its staff have any liability for disclosure of documents or information in the possession of OPM which OPM or such staff believes to be required pursuant to the FOIA or other requirements of law.

IMPORTANT NOTE: If the information is not readily available to the public from other sources and the proposer submitting the information requests confidentiality, then the information generally is considered to be "given in

confidence." A convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 1-210(b) of the Connecticut General Statutes shall be prepared by the proposer and shall accompany the proposal. The rationales and explanation shall be simply stated in terms of the prospective harm to the competitive position of the proposer that would result if the identified information were to be released, and you shall state the reasons why you believe the materials are legally exempt from release pursuant to Section 1-210(b) of the Connecticut General Statutes.

- C. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the State.
- D. Timing and sequence of events resulting from this RFP will ultimately be determined by the State.
- E. The proposer's proposal shall remain valid for a period of 180 days after the closing date for the submission and may be extended beyond that time by mutual agreement.
- F. All proposed costs must be fixed through the period of the agreement. No cost submissions that are contingent on a State action will be accepted.
- G. The State may amend or cancel this RFP, prior to the due date and time, if the State deems it to be necessary, appropriate or otherwise in the best interests of the State. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a firm's proposal not being considered.
- H. The personnel identified in the proposer's response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel from the proposal during the course of the project must be approved by the State, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the State. At its discretion, the State may require the removal and replacement of any of the proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the State.
- I. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.
- J. A proposer must be prepared to present evidence of experience, ability, service facilities, and financial standing necessary to satisfactorily meet the requirements set forth or implied in the proposal.

- K. No additions or changes to the original proposal will be allowed after submission. While changes are not permitted, clarification of proposals may be required by the State at the proposer's sole cost and expense.
- L. Proposers may be asked to give demonstrations, interviews, presentations or further explanation to the RFP Selection Committee.
- M. The proposer represents and warrants that the proposal is not made in connection with any other proposer and is in all respects fair and without collusion or fraud. The proposer further represents and warrants that they did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the State participated directly in the proposer's proposal preparation.
- N. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, meet deadlines, answer all questions, follow the required format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.
- O. The proposer accepts the State's **Standard Contract Language**.
- P. Depending on the nature of the proposal, the State may require the proposer to furnish a performance bond upon award of the contract.
- Q. This RFP is not an offer and neither this RFP nor any subsequent discussions shall give rise to any commitment on the part of the State or confer any rights on any proposer unless and until a contract is fully executed by the necessary parties. The contract document will represent the entire agreement between the proposer and the State and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The State shall assume no liability for payment of services under the terms of the contract until the successful proposer is notified that the contract has been accepted and approved by the State and by the Attorney General's Office. The contract may be amended only by means of a written instrument signed by the State, the proposer, and the Attorney General's Office.
- R. Pursuant to Connecticut General Statutes § 4a-81, bids or proposals for state contracts with a value of \$50,000 or more in a calendar or fiscal year, excluding leases and licensing agreements of any value, shall include a **Consulting Agreement Affidavit** attesting to whether any consulting agreement has been

entered into in connection with the bid or proposal. Such affidavit shall be required if any duties of the consultant included communications concerning business of such State agency, whether or not direct contact with a State agency, State or public official or State employee was expected or made. As used herein "consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information or (C) any other similar activity related to such contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of Chapter 10 of the general statutes as of the date such affidavit is submitted in accordance with the provisions of Connecticut General Statutes § 4a-81.

- S. Pursuant to Connecticut General Statutes § 1-101qq, bids or proposals for a large state construction or procurement contract shall include an **Affirmation of Receipt of Summary of State Ethics Laws** affirming that the key employees of such proposer have received, reviewed and understand the Summary and agree to comply with the provisions of the State ethics laws. "Large state construction or procurement contract" means any contract, having a cost of more than five hundred thousand dollars, for (A) the remodeling, alteration, repair or enlargement of any real asset, (B) the construction, alteration, reconstruction, improvement, relocation, widening or changing of the grade of a section of a state highway or a bridge, (C) the purchase or lease of supplies, materials or equipment, as defined in Section 4a-50 of the Connecticut General Statutes, or (D) the construction, reconstruction, alteration, remodeling, repair or demolition of any public building. Furthermore, pursuant to Connecticut General Statutes § 1-101qq, the proposer shall incorporate and include the Summary in all contracts with any subcontractor or consultant working or assisting the Contractor with the large state construction or procurement contract. The proposer shall require in said contracts that the key employees of any subcontractor or consultant affirm that they have received, reviewed and understand the Summary and agree to comply with the provisions of the State ethics laws. The proposer shall supply such affirmations to OPM promptly.
- T. With regard to a State contract as defined in P.A. 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 authorized signatory to this submission in response to the State's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective

state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Exhibit A.

RIGHTS RESERVED TO THE STATE

The State reserves the right to award in part, to reject any and all bids in whole or in part for misrepresentation or if the proposer is in default of any prior State contract, or if the bid or proposal limits or modifies any of the terms and conditions and/or specifications of the RFP. The State also reserves the right to waive technical defect, irregularities and omissions if, in its judgment, the best interest of the State will be served.

The State reserves the right to correct inaccurate awards resulting from its clerical errors. This may include, in extreme circumstances, revoking the awarding of a contract already made to a proposer and subsequently awarding the contract to another proposer. Such action on the part of the State shall not constitute a breach of contract on the part of the State since the contract with the initial proposer is deemed to be void *ab initio* and of no effect as if no contract ever existed between the State and the proposer.

Other Informational Materials/Documents and/or Required Forms

OPM VENDOR/BIDDER PROFILE SHEET

(Form OPM-A-15, Jun-08)

Complete Vendor/Bidder Name	Federal Employer Id Number/SSN
Vendor/Bidder Address	
Contact Person's Name	Telephone Number(s)
<p>AFFIRMATION OF VENDOR/BIDDER</p> <p>The undersigned Vendor/Bidder affirms and declares:</p> <p>1) That this proposal is executed and signed by said Vendor/Bidder with full knowledge and acceptance of the conditions as stated in the CONDITIONS Section of the RFP. <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> No RFP</p> <p>2) That the services shall be delivered to the agency at the prices proposed therein and within the timeframes as delineated in the RFP. <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> No RFP</p> <p>3) That neither the Vendor/Bidder and/or any company official nor any subcontractor to the Vendor/Bidder 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. <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>4) That neither the Vendor/Bidder and/or any company official nor any subcontractor to the Vendor/Bidder and/or any subcontractor company official has received any notices of debarment and/or suspension from contracting with other states within the United States. <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p style="text-align: center;">ACKNOWLEDGEMENT OF VENDOR/BIDDER</p> <p>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. <input type="checkbox"/> YES <input type="checkbox"/> NO</p>	
Written Signature of Person Authorized to Bind the Vendor/Bidder Contractually	Date
Type or Print Name of Authorized Signator	Title of Signator

IF VENDOR/BIDDER IS A CORPORATION
What is the authority of signator to bind the Vendor/Bidder contractually? <input type="checkbox"/> Corporate Resolution <input type="checkbox"/> Corporate By Laws <input type="checkbox"/> Other (Please provide a written copy.)

Is your business income reportable to the IRS? <input type="checkbox"/> Yes <input type="checkbox"/> No

Are you a DAS certified minority owned business? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, check all that apply. <input type="checkbox"/> Women Owned <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> American Indian <input type="checkbox"/> Disabled <input type="checkbox"/> Iberian Peninsula <input type="checkbox"/> Asian <input type="checkbox"/> Other
--

Subject of RFP	Submission Due	Division	Date Issued

Standard Grant Language

- Attachment A - General Grant Conditions

Attachment A

OFFICE OF POLICY AND MANAGEMENT
Budget Division
450 CAPITOL AVENUE
MS #53
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 insure 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.

3.4 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, Sections 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 \$500,000 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 and warrants that in the performance of the Grant Award such Grantee will not discriminate nor 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, mental retardation, 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.

11.2 The Grantee 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, mental retardation, 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.

11.3 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 the State Commission on Human Rights and Opportunities.

11.4 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.

11.5 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 the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Grantee's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment.

11.6 The Grantee 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 the Commission on Human Rights and Opportunities pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f.

11.7 The Grantee 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 Grantee which relate to the provisions of this section and Connecticut General Statutes § 46a-56.

11.8 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 project.

11.9 Determination of the Grantee's good faith efforts shall include but shall not be limited to the following factors: The Grantee'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 on Human Rights and Opportunities may prescribe that are designed to ensure the participation of minority business enterprises in public works projects. The Grantee shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts. For the purposes of this paragraph, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons who are active in the daily affairs of the enterprise, who have the power to direct the management and policies of the enterprise and who are members of a

minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations; "good faith efforts" includes, but is not 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; and "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.

11.10 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 the Commission on Human Rights and Opportunities. 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, 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.

11.11 For the purposes of this entire Non-Discrimination 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" does not include a grant where each grantee 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).

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 on an annual basis in accordance with paragraph 8 of Governor M. Jodi Rell's Executive Order No. 1. In addition, pursuant to paragraph 8 of Governor M. Jodi Rell's Executive Order No. 1, 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 paragraph 6(a) of Governor M. Jodi Rell's Executive Order No. 7C, 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: Campaign Contribution and Solicitation Prohibitions.

For all State contracts as defined in Section 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 22: Non-Discrimination Certification.

Pursuant to Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), every Grantee is required to provide the State with a non-discrimination certificate for all State contracts regardless of type, term, cost or value. The appropriate form must be submitted to the awarding State agency 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 23: 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 24: 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 B**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.

Other Informational Material and Forms

The Guide to the Code of Ethics is available at:

http://www.ct.gov/ethics/lib/ethics/guides/contractors_guide_10.pdf

The Nondiscrimination Certification Form with instructions is available at:

http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806

The Agency Vendor Form SP-26NB-IPDF (Rev. 4/10) is available at:

[http://www.das.state.ct.us/Purchase/Info/Vendor_Profile_Form_\(SP-26NB\).pdf#48990](http://www.das.state.ct.us/Purchase/Info/Vendor_Profile_Form_(SP-26NB).pdf#48990)

The Department of Treasury, Internal Revenue Service (IRS), Form W-9 (Rev. 12-2011) is available at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf#48992#48991>

The OPM, Contract Compliance Package is available at: Contract Compliance Package (Revised May 2009)