

**Connecticut State Department of Education  
Turnaround Office**

# **Request for Proposals**

## **State Charter School Building Projects, General Improvements, and/or Debt Repayments for School Building Projects**

**Sections 10-66hh and 10-66jj of the Connecticut General Statutes**

**Purpose:** To provide funding to assist state charter schools in financing school building projects, general improvements to school buildings, and/or the repayment of debt incurred for school building projects.

**Application Due: Friday, May 16, 2025**

**RFP Published March 24, 2025**

**Application – RFP 128**

Charlene M. Russell-Tucker  
Commissioner of Education  
Connecticut State Department of Education  
450 Columbus Boulevard | Hartford, CT 06103-1841



**Connecticut State Department of Education**

# State Charter School Building Projects, General Improvements, and/or Debt Repayments for School Building Projects

## Request for Proposals

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The Connecticut State Department of Education is committed to a policy of equal opportunity/affirmative action for all qualified persons. The Connecticut State Department of Education does not discriminate in any employment practice, education program, or educational activity on the basis of: race; color; religious creed; age; sex; pregnancy; sexual orientation; workplace hazards to reproductive systems; gender identity or expression; marital status; national origin; ancestry; retaliation for previously opposed discrimination or coercion; intellectual disability; genetic information; learning disability; physical disability (including, but not limited to, blindness); mental disability (past/present history thereof); military or veteran status; status as a victim of domestic violence; or criminal record in state employment, in accordance with applicable statutes, unless there is a bona fide occupational qualification excluding persons in any of the aforementioned protected classes. Inquiries regarding the Connecticut State Department of Education's nondiscrimination policies should be directed to: Attorney Louis Todisco, Connecticut State Department of Education, by mail 450 Columbus Boulevard, Suite 605, Hartford, CT 06103-1841; or by telephone 860-713-6594; or by email [louis.todisco@ct.gov](mailto:louis.todisco@ct.gov).

# Request for Proposals

## I. Purpose

In accordance with Section 10-66hh of the Connecticut General Statutes (C.G.S.), the Connecticut State Department of Education (CSDE) is accepting competitive grant applications to assist state charter schools in: (1) financing school building projects, as defined in C.G.S. § 10-282; (2) paying for general improvements to school buildings, as defined in C.G.S. § 10-265h; and/or (3) repaying debt incurred for school building projects.

A project submitted pursuant to this request for proposals which is approved by the Commissioner of Education (Commissioner) will be submitted to the State Bond Commission for approval of funding. See C.G.S. § 10-66jj.

## II. Submission Due Date

RFP Published: March 24, 2025 | Application must be submitted by: May 16, 2025

## III. Eligible Applicants

Pursuant to C.G.S. § 10-66hh(a), applications will be accepted from the governing authorities of state charter schools.

**Schools are not eligible to participate in this grant if:**

- they did not meet the 2023-24 minimum test taking threshold of 95 percent in all areas assessed by the state standardized assessment (i.e., English Language Arts/literacy, mathematics and science) for all students and the high needs subgroup; or
- identified as Focus or Turnaround Schools (i.e., Category 4 and 5 designations).

## IV. Funding and Use of Grant

Eligible applicants may submit one (1) application per charter school. Awards will be made within available appropriations. Applications may be used to:

1. Finance school building projects, including the construction, purchase, extension, replacement, renovation and/or major alteration of a building to be used exclusively for public school purposes.
2. Finance general improvements to school buildings, including repair and replacement work and other general improvements. Types of school improvements that qualify include, but are not limited to: replacement of windows and doors; replacement of boilers and other heating and ventilation components; replacement of internal communication systems; replacement of lockers; upgrades or replacements to ceiling and floor; upgrade of restrooms; upgrade of lighting fixtures; replacing or installation of security systems; and/or other work of a similar nature approved by the Commissioner of Education. For schools with multiple facilities, funds may only be used for the school location specified in the application. Ineligible uses of funds include, but are not limited to: routine building maintenance; painting; cleaning; and/or equipment repairs and other minor repairs.
3. Repay debt incurred for school building projects, including paying outstanding principal on loans which has been incurred for school building projects.

An applicant may apply for funds in more than one category in a single application (e.g., An applicant may be eligible to receive a grant to both pay down outstanding principal debt and undertake a technology wiring project as a general improvement to its school building.).

Applicants must submit with their application an appraisal or other evidence of the value of the property involved satisfactory to the CSDE. The CSDE reserves the right to consider the value of the property when reviewing applications. The amount of a grant to purchase a school building or to repay debt previously incurred for school building projects must not exceed the value of the property.

All approved applications in an amount equal to or greater than \$250,000 shall include a computation of the state grant amount amortized on a straight line basis over a ten-year period. Any state charter school which abandons, sells, leases, demolishes or otherwise redirects the use of a school building which benefited from such a grant award during such amortization period, including repayment of debt for the purchase, renovation or improvement of the building, shall refund to the state the unamortized balance of the state grant remaining as of the date that the abandonment, sale, lease, demolition or redirection occurred. The amortization period shall begin on the date the grant award is paid. A state charter school required to make a refund to the state pursuant to this subsection may request forgiveness of such refund if the building is redirected for public use.

The awarding of funding is contingent upon a proposal's selection on the basis of the criteria described in Section VI and Appendix A of this RFP, the availability of funds, and approval by the CSDE and the Connecticut State Bond Commission. The CSDE shall give preference to those applicants that provide matching funds from non-state sources.

Proposals that fail to meet the criteria prescribed herein will be removed from the competitive process. The CSDE reserves the right to deny any application, in whole or in part, which it deems contrary to the long-term interests of the state charter school and/or the State of Connecticut.

Payments pursuant to this grant may be made on a periodic basis as projects progress. Grantees may be required to provide evidence of phased completion before payments are made. A notice from the lender as to the outstanding principal balance will be required in the case of grants for debt repayment.

## **V. Application Requirements**

**A. Required Format:** All applications must include the following components:

### **1. Need and Plan for Funds**

***In no more than two pages:*** Provide a detailed plan that establishes clear goals and a strategy for investing state funds for the purposes allowed by this RFP. Explain the need for the proposed use of funds relative to the goals and length of time the school intends to remain at the building for which funds are being sought. Please note that need may be demonstrated by CSDE-approved plans for school expansion, CSDE-approved plans to add classes to an existing state charter school due to increased enrollment, plans to improve instructional capabilities, plans to address health and safety concerns, and/or other factors as demonstrated by the applicant.

### **2. School Performance**

For schools whose students participated in state required testing in spring 2024, school performance will be measured by the CSDE using Connecticut's Next Generation Accountability System. The Accountability System uses 12 indicators to determine school performance. A school's accountability index, which is the percentage of total points earned on all indicators (zero through 100) will be used for this measurement. Please refer to the RFP Scoring Rubric (Appendix A).

### **3. Documentation of Long-Term Interest**

***Using a cover page and attachments, as necessary:*** Provide documentation of the state charter school's long-term interest in the property for which funds are being sought. Long-term interest can be demonstrated through documents showing proof of ownership or length of lease.

### **4. Documentation of Educational Purpose and Zoning**

***Using a cover page and attachments, as necessary:*** Provide documentation demonstrating the educational use of the property for which funds are being sought and that the property is located in an area zoned for school use.

### **5. Cost Information**

***Using Appendix B:*** Include a detailed description of the proposed use(s) of funds by completing the ED114 Budget Template for each project included in the application. Provide a brief cost description for the proposed school building project(s), general improvements to the school building, and/or repayment of debt incurred for prior school building projects or improvements. For budget justification and cost basis, provide an explanation of the cost calculation (provide any estimates as an attachment). If applicable, provide documentation to substantiate any local matching funds from non-state sources (including documentation that the matching funds will be available when the project is under way); preference will be given to those applicants that provide matching funds from non-state sources through the scoring rubric.

### **6. Assurances**

***Using Appendix D:*** Complete and sign the Standard Statement of Assurances for Grant Programs.

### **7. Proof of Outstanding Loan(s) for Repayment of Debt Proposals**

***Using a cover page and attachments as necessary:*** Applicants proposing to use grant funds for outstanding debt are required to provide proof of outstanding loan(s), including copies of the original loan agreement(s) upon request and current principal balance(s) of the loan(s) at the time of the application.

## **B. Minimum Submission Requirements:**

Any application that does not meet the following requirements will be deemed unacceptable and ineligible for further review and consideration:

### **Minimum Submission Requirements**

1. Need and Plan for Funds	(Up to 2 pages)
2. Documentation of Long-Term Interest	(1 page and attachments, as necessary)
3. Documentation Educational Use and Zoning	(1 page and attachments, as necessary)
4. Cost Information	(Appendix B)
5. Assurances (signed)	(Appendix D)
6. Proof of Outstanding Loan(s) Repayment of Debt Proposals	(Attach, as necessary)

Applications that fail to meet the requirements outlined in this RFP will be deemed nonresponsive and excluded from review. Proposals may be rejected before formal evaluation if they:

- do not meet the eligibility criteria specified in Section III of this RFP;
- miss the submission deadline;
- omit any required documents or forms;
- fail to follow the required response formats; or
- do not address all specified requirements.

The CSDE reserves the right to award grants under this program without further discussion with applicants. Therefore, proposals should reflect the applicant's best effort in terms of both technical quality and cost.

## **C. Questions:**

Questions regarding this RFP should be directed to: Felicia Canty, Charter School Program Liaison, via e-mail at [felicia.canty@ct.gov](mailto:felicia.canty@ct.gov).

## **D. Submissions:**

All proposals in response to this RFP must be submitted to: Felicia Canty, Charter School Office Liaison, via e-mail at [felicia.canty@ct.gov](mailto:felicia.canty@ct.gov). **An electronic copy in PDF format must be received by 4:00 p.m. EDT on Friday, May 16, 2025.**

## **E. Freedom of Information Act:**

All of the information contained in any proposal submitted in response to this RFP is subject to the provisions of the Connecticut Freedom of Information Act (FOIA), C.G.S. Sections 1-200 *et seq.* The FOIA states that, except as provided by Federal or State law, records maintained by any public agency (as defined in FOIA) are public records, and every person has the right to inspect and request a copy of such records.

## **VI. Selection Criteria**

Final selection will be based on the criteria and rubric presented in Appendix A. A selection committee will review and score all proposals that meet the minimum submission requirements, as described in Section V.B. of this RFP. All proposals selected by the committee must then be approved by the Connecticut State Bond Commission in order for a grant to be awarded. Before a grant is awarded, all projects that establish a material change in the school's operation require Connecticut State Board of Education approval. All awards are subject to the availability of funds. Grants are not final until the award letter is executed.

## Appendix A: RFP Scoring Rubric

Applicant:	Total Score:
	_____ /80

Indicator	1 - Below	2 - Partially Meets	3 - Meets	4 - Exceeds
Need and Plan for Funds	Insufficient evidence of need and plan for investing state funds.	Partial evidence of need and plan for investing state funds.	Sufficient evidence of need and plan for investing state funds.	Clear and compelling evidence of need and plan for investing state funds.
School Performance on the State Accountability System	School performance data ranks applicant in bottom quarter of all applicants on the state accountability system	School performance data ranks applicant in third quarter of all applicants on the state accountability system	School performance data ranks applicant in second quarter of all applicants on the state accountability system	School performance data ranks applicant in top quarter of all applicants on the state accountability system
Documentation of Long-term Interest	School does not own building and has more than 10 years remaining on lease	School does not own building and has more than 5 but less than 10 years remaining on lease	School does not own building and has less than five years remaining on lease	School owns building
Cost Information	Insufficient budget justification and cost information as presented in the budget template	Sufficient cost information as presented in the budget template, but budget justification lacks sufficient detail	Sufficient budget justification and cost information as presented in the budget template	Sufficient budget justification and cost information as presented in the budget template; evidence of non-state matching funds

Indicator	Score	Weighting	Total Points
Need and Plan for Funds		x 7	_____ /28
School Performance (Accountability System)		x 6	_____ /24
Documentation of Long-term Interest		x 2	_____ /8
Cost Information		x 5	_____ /20
		<b>Total Score:</b>	_____ /80

## Appendix B: Cost Information

Complete the budget template below for each project included in the application. Provide cost information and justifications as described in Section(V)(A)5, to summarize costs and explain the proposed use of funds. If, for any given cost item, there will be additional funding covered by local non-state funding source(s), list the amount in the last column and provide documentation of any matching funds from non-state sources.

Preference will be given to applications with non-state matching funds. List costs by their ED 114 Cost Category using the Uniform Chart of Accounts on the next page. If you need additional rows for a given cost category, you may add rows to the template as necessary; unused rows can be left blank or deleted.

### ED 114 Budget Template

ED 114 Cost Category	Cost Description	Budget Justification and Cost Basis	Charter Construction Bond Funding Request	Amount Covered by Non-state Funding Source(s)
100				
300				
450				
500				
600				
700				
800				
900				
<b>Total:</b>			\$	\$

## ED114 Cost Categories – Uniform Charts of Accounts

Please code all expenditures in accordance with the state's Uniform Charts of Accounts as summarized below.

CODE:	OBJECT:
100	<b>PERSONAL SERVICES-SALARIES:</b> Do not include any salaries other than direct labor to be performed by your employees with the following limitations: 1) You may not charge any portion of the current salaries of school personnel to the grant; 2) If overtime is used for direct labor on one or more projects, the cost of such overtime may be reported here.
300	<b>PURCHASED PROFESSIONAL/TECHNICAL SERVICES:</b> Costs for architectural, engineering or other purchased professional services required for those projects may be included here.
450	<b>CONSTRUCTION SERVICES:</b> Costs for general contractors and other purchased labor for constructing, renovating or remodeling work should be included under this Object.
500	<b>OTHER PURCHASED SERVICES:</b> Other purchased services not reportable under Objects 300 or 450 may be included here; for example, advertising costs for purposes of competitive bidding.
600	<b>SUPPLIES:</b> Include the cost of any supplies or building materials to be purchased directly by the grantee under this object. If a general contractor is being used, report the entire contract amount under Object 450. Do not try to break-out the contractor's supplies and materials costs separately in this line.
700	<b>PROPERTY:</b> Expenditures for acquiring fixed assets, including land or existing buildings, improvements of grounds, initial equipment, additional equipment, and replacement of equipment. In accordance with the Connecticut State Comptroller's definition, equipment included in this category are all items of equipment (machinery, tools, furniture, vehicles, apparatus, etc.) with a value of over \$5,000.00 and a useful life of more than one year and data processing equipment that has a unit price under \$5,000.00 and a useful life of not less than five years.
800	<b>CONTINGENCY:</b> An estimated contingency amount to be expended under other allowable Objects during the grant period may be included here. This amount may not exceed 10 percent of your total budget.
900	<b>REDEMPTION OF PRINCIPAL:</b> Amount of principal paid down on existing debt. Provide latest copy of mortgage statement, including balance of outstanding principal.

## Appendix C: Connecticut General Statutes

**Sec. 10-66hh. Program to assist charter schools with capital expenses.** (a) For the fiscal year ending June 30, 2008, and each fiscal year thereafter, the Commissioner of Education shall establish, within available bond authorizations, a grant program to assist state charter schools in financing (1) school building projects, as defined in section [10-282](#), (2) general improvements to school buildings, as defined in subsection (a) of section [10-265h](#), and (3) repayment of debt incurred for school building projects. The governing authorities of such state charter schools may apply for such grants to the Department of Education at such time and in such manner as the commissioner prescribes. The commissioner shall give preference to applications that provide for matching funds from nonstate sources.

(b) All final calculations for grant awards pursuant to this section in an amount equal to or greater than two hundred fifty thousand dollars shall include a computation of the state grant amount amortized on a straight line basis over a ten-year period. Any state charter school which abandons, sells, leases, demolishes or otherwise redirects the use of a school building which benefited from such a grant award during such amortization period, including repayment of debt for the purchase, renovation or improvement of the building, shall refund to the state the unamortized balance of the state grant remaining as of the date that the abandonment, sale, lease, demolition or redirection occurred. The amortization period shall begin on the date the grant award is paid. A state charter school required to make a refund to the state pursuant to this subsection may request forgiveness of such refund if the building is redirected for public use.

**Sec. 10-66jj. Bond authorization for program to assist charter schools with capital expenses.** (a) For the purposes described in subsection (b) of this section, the State Bond Commission shall have the power, from time to time, to authorize the issuance of bonds of the state in one or more series and in principal amounts not exceeding in the aggregate fifty-five million dollars, provided five million dollars of said authorization shall be effective July 1, 2024.

(b) The proceeds of the sale of said bonds, to the extent of the amount stated in subsection (a) of this section, shall be used by the Department of Education for the purpose of grants pursuant to section [10-66hh](#).

\* \* \*

**Sec. 10-265h. Grants to assist alliance districts in paying for general improvements to school buildings.** (a) The Commissioner of Administrative Services, in consultation with the Commissioner of Education, shall establish, within available bond authorizations, a grant program to assist alliance districts, as defined in section [10-262u](#), in paying for general improvements to school buildings. For purposes of this section “general improvements to school buildings” means work that (1) is generally not eligible for reimbursement pursuant to chapter 173, and (2) is to (A) replace windows, doors, boilers and other heating and ventilation system components, internal communications and technology systems, lockers, floors, cafeteria equipment and ceilings, including the installation of new drop ceilings, (B) upgrade restrooms including the replacement of fixtures and related water supplies and drainage, (C) upgrade and replace lighting, including energy efficient upgrades to lighting systems and controls to increase efficiency, and reduce consumption levels and cost, (D) upgrade entryways, driveways, parking areas, play areas and athletic fields, (E) upgrade equipment, including, but not limited to, the following equipment purchased on or after November 1, 2017: Cabinets, computers, laptops and related equipment and accessories, (F) repair roofs, including the installation of energy efficient fixtures and systems and environmental enhancements, or (G) install or upgrade security equipment that is consistent with the school safety infrastructure criteria described in section [10-292r](#), including, but not limited to, video surveillance devices and fencing, provided “general improvements to school buildings” may include work not specified in this subdivision if the alliance district provides justification for such work acceptable to the Commissioner of Administrative Services, but shall not include routine maintenance such as painting, cleaning, equipment repair or other minor repairs or work done at the administrative facilities of a board of education.

\* \* \*

**Sec. 10-282. Definitions.** As used in this chapter, section [10-65](#) and section [10-76e](#):

\* \* \*

(3) "School building project", except as used in section [10-289](#), means (A) the construction, purchase, extension, replacement, renovation or major alteration of a building to be used for public school purposes, including the equipping and furnishing of any such construction, purchase, extension, replacement, renovation or major alteration, the improvement of land therefor, or the improvement of the site of an existing building for public school purposes, but shall not include the cost of a site, except as provided in subsection (b) of section [10-286d](#); (B) the construction and equipping and furnishing of any such construction of any building which the towns of Norwich, Winchester and Woodstock may provide by lease or otherwise for use by the Norwich Free Academy, Gilbert School and Woodstock Academy, respectively, in furnishing education for public school pupils under the provisions of section [10-34](#); and (C) the addition to, renovation of and equipping and furnishing of any such addition to or renovation of any building which may be leased, upon the approval of the Commissioner of Education or the Commissioner of Administrative Services, to any local or regional board of education for a term of twenty years or more for use by such local or regional board in furnishing education of public school pupils;

\* \* \*

## Appendix D: Standard Statement of Assurances for Grant Programs

<b>Project Title:</b>	
<b>Applicant:</b>	

The Applicant hereby assures the Connecticut State Department of Education that:

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

- J. The applicant will protect and save harmless the State Board of Education from financial loss and expense, including legal fees and costs, if any, arising out of any breach of the duties, in whole or part, described in the application for the grant.
- K. At the conclusion of each grant period, the applicant will provide for an independent audit report acceptable to the grantor in accordance with Sections 7-394a and 7-396a of the C.G.S., and the applicant shall return to the Connecticut State Department of Education any moneys not expended in accordance with the approved program/operation budget as determined by the audit.
- L. Nondiscrimination
  - 1) For purposes of this Section, the following terms are defined as follows:
    - a. "Commission" means the Commission on Human Rights and Opportunities;
    - b. "Contract" and "contract" means this grant;
    - c. "Contractor" and "contractor" means the applicant and any successors or assigns;
    - d. "gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
    - e. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
    - f. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
    - g. "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
    - h. "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;
    - i. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of C.G.S. § 32-9n; and
    - j. "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.

- 2) For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (a) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (b) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (c) the federal government, (d) a foreign government, or (e) an agency of a subdivision, state or government described in the immediately preceding enumerated items (a), (b), (c), or (d).
- 3) (a) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, status as a victim of domestic violence, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to 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, status as a victim of domestic violence, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (b) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission; (c) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Contractor's commitments under this Section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (d) the Contractor agrees to comply with each provision of this Section and C.G.S. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to C.G.S. §§ 46a-56, 46a-68e, 46a-68f and 46a-86; and (e) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and C.G.S. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency projects.
- 4) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

- 5) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- 6) The Contractor shall include the provisions of subsection (3) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. § 46a-56, as amended; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding the State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- 7) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- 8) (a) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (b) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this Section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (c) the Contractor agrees to comply with each provision of this Section and with each regulation or relevant order issued by said Commission pursuant to C.G.S. § 46a-56; and (d) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and C.G.S. § 46a-56.
- 9) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. § 46a-56, as amended; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

10) Nondiscrimination Certification. Pursuant to subsection (c) of Section 4a-60 and subsection (b) of Section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this Section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such Sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by signing this Statement of Assurances below.

M. The grant award is subject to approval of the Connecticut State Department of Education and availability of state or federal funds.

N. The applicant agrees and warrants that Sections 4-190 to 4-197, inclusive, of the C.G.S. concerning the Personal Data Act and Sections 10-4-8 to 10-4-10, inclusive, of the Regulations of Connecticut State Agencies promulgated there under are hereby incorporated by reference.

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

<b>Signature of Authorized Official:</b>	
Name: (typed)	
Title: (typed)	
Date:	