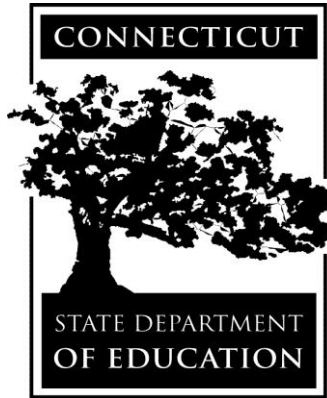


**CONNECTICUT STATE DEPARTMENT OF EDUCATION  
BUREAU OF TEACHING AND LEARNING**



**EARLY CHILDHOOD BOND FUNDS GRANT PROGRAM  
AND  
MINOR CAPITAL IMPROVEMENTS AND WIRING FOR TECHNOLOGY**

**JULY 1, 2012 TO JUNE 30, 2014**

**Purpose:**

In accordance with Section 9(e)(4) of Public Act 12-189 and Section 32(h)(2) of Public Act 07-7 JSS, \$11,500,000 in bond funding is available to provide grants-in-aid for facility improvements and minor capital repairs to (that portion of) facilities that house school readiness programs and nonprofit state-funded day care centers.

**Applications Due: On or before Friday, February 8<sup>th</sup>, 2013**

NOTE: This RFP is in compliance with the laws governing the bond funding authorizations. Those laws are written to ensure that the state's interest is protected and there are provisions around: 1) the length of time (funded) space must be used; and 2) execution of a formal contract with grantees. As a result, grantees must demonstrate that their improved space will continue to be used for the granted purposes for 10 years. In instances where this time period is breached, grants will be subject to repayment. Finally, each grantee, upon award, will be required to enter into a contract with the Connecticut State Department of Education. An example of the contract language is included in the appendices to the Request for Proposal (RFP).

**STEFAN PRYOR  
COMMISSIONER OF EDUCATION**

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

Levy Gillespie  
Equal Employment Opportunity Director  
Title IX /ADA/Section 504 Coordinator  
State of Connecticut Department of Education  
25 Industrial Park Road  
Middletown, CT 06457  
860-807-2071

**AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER.**



# Table of Contents

<b>Part I. Overview .....</b>	<b>4</b>
Purpose.....	4
Eligible Applicants.....	5
Criteria .....	6
Requesting a Grant for Multiple Project Construction Components .....	6
Priorities for Funding .....	7
Grant Period .....	7
Due Date .....	7
SDE Grant Contacts/Application Questions .....	7
General Proposal Requirements.....	7
Project Reporting .....	7
General Submission Requirements .....	7
Grant Requirements .....	8
Payment Processes .....	8
Fiscal Agent/Fiduciary .....	8
Contract Provisions .....	8
<b>Part II: Application Requirements.....</b>	<b>9</b>
Grant Cover Sheet.....	9
Abstract .....	9
Budget Form - ED 114.....	9
Budget Justification .....	9
Competitive Bidding Assurance .....	9
State of Assurances .....	10
Affirmative Action Packet .....	10
Supplement Not Supplant Assurance.....	10
Code Compliance Assurance .....	10
Fiscal Agent/Fiduciary Identification Form.....	10
Permission to Allow Capital Improvements to Leased or Rented Space .....	10
<b>Part III: Application Process .....</b>	<b>11</b>
Obligations of Grantees .....	11
Freedom of Information Act .....	11
Management Control of the Program and Grant Consultation .....	11
State Monitoring .....	11
Due Date .....	11
Mailing and Delivery Information .....	11
Review of Proposals and Grant Awards .....	12

<b>Part IV: Application Forms (Excluding Required Project Abstract)</b> .....	<b>13</b>
Grant Cover Sheet.....	13
Abstract.....	14
Project Questionnaire.....	15
Budget Form - ED114.....	19
Budget Object Codes .....	20
Sample Budget Justification .....	21
Competitive Bidding Assurance .....	22
Statement of Assurances and Signature Page .....	23
Affirmative Action Plan Certification .....	27
Supplement Not Supplant Assurance.....	28
Code Compliance Assurance .....	29
Fiscal Agent/Fiduciary Identification Form.....	30
Permission to Allow Capital Improvements to Leased or Rented Space .....	31
<b>APPENDIX A: Application Checklist</b> .....	<b>32</b>
<b>APPENDIX B: Evaluation Criteria</b> .....	<b>33</b>
<b>APPENDIX C: Licensing Status Verification Form</b> .....	<b>34</b>
<b>APPENDIX D: Affirmative Action Packet (Complete Packet)</b> .....	<b>35</b>
<b>APPENDIX E: Sample Contract</b> .....	<b>45</b>

## Part I. Overview

### Purpose:

Early childhood providers have reported physical barriers to maintaining and achieving quality facilities. To help address building and site deficiencies, and to promote the health, safety, and learning of children in appropriate environments, funds will be granted for facility improvements and minor capital repairs to businesses or entities that currently accept School Readiness or Child Day Care funding, for facilities where children are currently located or will be relocated.

Eligible minor capital projects include repair and replacement work and other general improvements not covered by the State's existing public school construction grant program. (See Chapter 173 of the Connecticut General Statutes.) Examples of work which may be considered for grant award 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;
- ceiling and floor covering upgrades/replacements;
- upgrading restrooms, including new fixtures and water fountains;
- upgrading or replacement of lighting fixtures and/or electrical upgrades;
- replacing or installing security systems, including but not limited to video surveillance devices and fencing;
- replacement of equipment and/or furnishings which have exceeded their useful life, are no longer functional, or present a possible safety concern;
- code compliance projects—American Public Health Association (APHA) and American Academy of Pediatrics (AAPA) *Caring for Our Children: National Health and Safety Performance Standards: Guidelines for Early Care and Education Settings. Third Edition, 2011*; Americans with Disabilities (ADA) (provided the building is not a public school building which could be eligible for Chapter 173 School Construction reimbursement);
- alterations to premises such as playground improvements to include, but not limited to, safety surfacing and fencing; shading; play area expansion; redesign to support gross motor needs of children; and equipment upgrades;
- building alterations to better align space design with program needs, ensuring greater quality of care for students. Examples include: wall removal to increase room size or make bathrooms accessible; child size sinks in classrooms/access to water in classrooms; specialized storage areas and storage cabinets; partition installation; improvement of space for staff, staff storage areas and meeting rooms; accessibility for children and staff with disabilities; repurposing staff space for classroom instruction;
- upgrades to enable high-speed and secure communications, to promote increased operational efficiencies and greater student learning outcomes. Examples include: enhancements that expand bandwidth and allow the facility to access the Internet at substantially greater speeds; upgrades to network infrastructure in the facility through servers, switches, routers (wired and wireless), and cabling that allow for high-speed and secure Internet access; upgrades to electrical systems as necessary to support the increased technology usage and to ensure sufficient non-interruptible systems power; updates to voice technology (phone) systems; wiring of common areas in support of wireless devices; wiring for smart boards and projection devices; improvements necessary to establish compatibility with local public school's accountability systems; and air conditioning to maintain the appropriate temperature for the technology system;
- minor addition or new construction.

Projects are limited to permanent upgrades and/or physical improvements to facilities and funds may not be used for general operating purposes or consumable supply expenses. Work/items which would not be eligible for grant consideration include, but are not limited to: Computers, fax machines, printers, copy machines, etc.; routine building maintenance and maintenance supplies; cleaning; equipment repairs and other minor repairs; salaries of in-house maintenance staff and other school staff; gardening and landscaping undertaken as beautification projects.

**Eligible Applicants/Funding:**

In total, the Connecticut State Department of Education (CSDE) has \$11,500,000 to award for general improvements and minor capital repairs. These funds represent two separate bond authorizations:

- \$10,000,000 authorized under Section 9(e)(4) of Public Act 12-189; and
- \$1,500,000 authorized under Section 32(h)(2) of Public Act 07-7 JSS.

The purposes for which funds may be used are consistent for both streams of funding. The difference in the authorizations is specific to who is eligible for a grant under each stream.

Program Type	Source of Funds	
	\$10,000,000 authorized under Sec. 9(e)(4) of Public Act 12-189	\$1,500,000 authorized under Sec. 32(h)(2) of Public Act 07-7 JSS.
Nonprofit School Readiness Programs located within priority and competitive grant school districts	Eligible	Eligible
For profit School Readiness Programs located within priority and competitive grant school districts	Not Eligible	Eligible
Nonprofit state-funded Day Care Centers	Eligible	Not Eligible
Public Schools running a School Readiness Program*	Eligible	Eligible
Public Schools running a state-funded Day Care Center*	Eligible	Not Eligible
All other providers	Not Eligible	Not Eligible

\* Projects for which application is made may not be eligible for funding through the state’s School Construction Grant Program (Chapter 173 of the Connecticut General Statutes).

Once project eligibility has been confirmed, the CSDE will score all grants concurrently, regardless of program type. Projects will be sorted by score in descending order. Projects will then be matched to a funding stream, in a manner which maximizes the number of projects funded. Selected projects will be submitted to the Bond Commission for approval. Grants will be awarded until all funding has been exhausted or until all projects are funded, whichever occurs first.

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

The CSDE reserves the right to fund select components of an application, if the full scope of work is deemed to be cost or time prohibitive, or is not allowable under the terms which govern this grant. In such instances, the CSDE will make every effort to contact the applicant to discuss the terms of the grant prior to award.

### **Criteria**

Programs that are applying for a grant must submit documentation indicating:

- The program is under a contract or grant to provide services to children birth to 5 years of age.
- The facility is owned by the applicant or the applicant has a multi-year lease for at least 10 years remaining with competitive and comparable rental costs. The CSDE must receive PROSPECTIVE NOTIFICATION in the event the building site goes up for sale within the 10-year term of the grant. If the building is sold during the 10-year term of the grant, the grant's terms shall be assumed by the new building owner and will continue to apply until the 10-year grant period expires.
- The site will be utilized to house the applicant's early childhood program for a minimum of 10 years from the date of approval for the funding.
- All new construction funded through this grant must comply with all applicable state and federal codes, regulations, laws and standards.
- Playground projects will adhere to the safety guidelines adopted by Connecticut's Department of Consumer Protection and the guidelines for play areas established through the ADA. Prior to use of the playground, equipment shall be inspected by an independent qualified safety inspector hired by the owner.
- The site is licensed by the Connecticut State Department of Public Health (DPH), unless exempt. If exempt, the Licensing Status Verification Form (see Appendix C) must be completed and submitted with the application. In addition, all programs must be accredited or approved as indicated below:

Accredited by the National Association for the Education of Young Children (NAEYC)

- For currently accredited sites, submit a copy of your NAEYC certificate and maintain your accreditation status;
- For new sites not currently accredited, there is a three-year window in which you must achieve accreditation and submit your certificate. The three-year window commences the month the site begins to serve school readiness children. Accreditation must be achieved prior to the end of the third year.

**or** Awarded Federal Head Start status.

### **Requesting a Grant for Multiple Project Construction Components**

Applicants are not limited to a single project. You may request funding for different types of projects at a single site. If you choose to apply for more than one project, complete a single application which covers all work to be done at your site. Be sure to provide sufficient, detailed supporting information regarding each type of work for which you seek a grant. Be sure that you can establish a "clean break" or "reasonable separation" between each of the project components, and you must submit an individual budget and corresponding budget narrative for each project. (Examples: Upgrading of restrooms and playground alterations.)

**The CSDE reserves the right to fund select components of an application, if the full scope of work is deemed to be either cost or time prohibitive.** In such instances, the CSDE will make every effort to contact the applicant to discuss the terms of the grant prior to award.

**Priorities for Funding:**

Scoring priority will be given to programs located outside of public school buildings. Projects to correct code violations will also be a priority, as will renovations where a safety concern has been identified. See the scoring rubric for additional information.

**Grant Period**

Grants will be awarded for a two-year period during which time all projects shall be completed. All funds are subject to approval by the Connecticut State Bond Commission.

**Due Date**

Proposals, REGARDLESS OF POSTMARK DATE, must be received no later than 4:00 p.m. on **Friday, February 8<sup>th</sup>, 2013**. No extensions will be given. The original proposal must bear original signatures of the authorized representative of the applicant, the fiscal agent/fiduciary and the building owner, as specified on and appropriate to each form. For this grant, the fiduciary is limited to either the School Readiness Fiscal Agent (who may be the Board of Education, the Town, or a Regional Educational Service Center) or a Town Official.

**SDE Grant Contacts/Application Questions**

Amparo Garcia, Lead Policy Analyst, 860-713-6783, [Amparo.garcia@ct.gov](mailto:Amparo.garcia@ct.gov).

**General Proposal Requirements**

The proposal must identify the name and location of the building and must include a description of the proposed project, with clear language around the perceived need for the work. Each applicant’s proposal must include a statement of agreement by the respective fiscal agent, who will be acting as the fiduciary. A form for you to identify your fiscal agent/fiduciary is included on page 30.

**Project Reporting**

Grantees must submit a final report when the project is completed. These reports will be in a format determined by the CSDE. The final report will include, but not be limited to, final expenditure information, a project close-out checklist, evidence that the work has been reviewed and approved by the local building official, copies of permits issued during the course of construction, all change orders issued, documentation which supports competitive bidding requirements and pictures of the altered space at the conclusion of the project. Additional information regarding the final report will follow.

**General Submission Requirements**

Applicants will submit one (1) signed original and four (4) copies.

<b>Mailing Information</b>
AMPARO GARCIA Lead Planning Analyst Connecticut State Department of Education P.O. Box 2219 Hartford, CT 06145

<b>Hand Delivery Information</b>
AMPARO GARCIA Lead Planning Analyst Connecticut State Department of Education 165 Capitol Avenue, Room 215 Hartford, CT 06106



**Grant Requirements**

Applicants must complete and submit all items listed in *Part II: Application Requirements*, pages 9 through 10.

Because the project will be supported by state grant funds, prevailing wage rates may apply. These rates are addressed in Sections 31-55a and 31-53 of the Connecticut General Statutes and are applicable dependent upon project dollar thresholds. For questions regarding wage rates, contact the Department of Labor at 860-263-6791 or <http://www.ctdol.state.ct.us/wgwkstnd/prevailwage.htm>.

**Payment Processes**

Grants issued against these bonds will be paid using the CSDE's online Prepayment Grant System (PPGS). Fiscal agents/fiduciaries may request funds one month prior to anticipated expenditure, and requests may be submitted monthly. For questions regarding the PPGS, please contact Karen Calabrese at 860-713-6472 or [karen.calabrese@ct.gov](mailto:karen.calabrese@ct.gov).

Note that the CSDE will hold back 5 percent of each award, pending confirmation of final project expenditures. Therefore, over the course of your project, you may draw down up to 95 percent of the grant. The CSDE will make every effort to review completed projects in a timely fashion to prevent delays associated with releasing the final project payment.

Under no circumstances will payment exceed the amount of the grant awarded. If your actual project costs exceed your grant award, you will be required to cover the additional costs in some other way.

**Fiscal Agent/Fiduciary**

For this grant, the fiduciary is limited to the public school, the Town, or a Regional Educational Service Center, with the exception of those applicants who act as their own fiduciary and who are already established and in direct receipt of state funds—they may apply on their own behalf. Note that this fiduciary requirement is secondary to the eligibility requirements on page 5.

**Contract Provisions**

The legislation which makes these funds available calls for a contract between CSDE and each grantee. A sample contract is provided in Appendix E. Note that the contract will contain language around repayment of a prorated portion of a grant, should the facility no longer be used for the program-related purpose for which funds were received. Specific language around this provision is highlighted in the sample contract.

## **Part II: Application Requirements**

### **Cover Sheet**

The format for the cover sheet appears on page 13 of this document. The cover sheet must be signed by the authorized agent of the program/applicant as well as the fiscal agent/fiduciary who will administer these funds.

### **Abstract Page – Not to exceed two pages, double spaced**

Describe the proposed project. Be sure to address the following:

- the need for the project;
- summary of the work to be undertaken;
- explanation of how the project supports and/or will improve the quality of the early childhood program;
- whether the project has support from parents and your program's policy group;
- how the children/families will be accommodated during the actual construction phase;
- the resources used to develop and cost out your project (professional design services, quotes from contractors, etc.);
- the fiduciary's procedures for securing bids for projects and your compliance with those procedures for this project; and
- confirmation that your project will be carried out in accordance with prevailing wage rate requirements, if applicable. (See additional prevailing wage rate information, under Grant Requirements, on the preceding page.)

To the Abstract, you must attach a list of furniture, fixtures and equipment (FF&E) with item descriptions, quantities and unit prices (work stations, chairs, tables, playground equipment, etc.) Where known, include manufacturer and model numbers.

Also, each application must include pictures of the project or site BEFORE the project is started; no more than three photos should be supplied. (Pictures of the completed project will be required in your final report.) The photos should demonstrate the need for your project and support any particular hardship you identify in your abstract narrative.

### **Project Questionnaire**

A form designed to gather basic information about projects, such as the age of the building, the estimated project costs and highlights of other key data elements (through use of check-off items) that are detailed in your abstract.

### **Budget Form – ED 114**

Using the ED 114 on page 19, categorize the anticipated expenditures for your project during the period July 1, 2012, through June 30, 2014. Figures should reflect current market prices.

### **Budget Justification**

Provide a detailed explanation of each line item expenditure in your proposed budget. If you will use any funds from local sources, indicate the amount and describe how those funds will be utilized to support your project.

**Competitive Bidding Assurance**

All projects must be competitively bid in accordance with the fiduciary's procedures for securing bids for a project. In the event that only one person or firm is qualified or responds to your request, you must be able to document the specialized nature of the project and/or skill required, which would make a sole-source contractor the only avenue for your project. In the absence of sufficient justification, project costs will be disallowed. With regard to purchases of furniture, fixtures and equipment, you must provide evidence to support your choice of the most economical pricing.

**Statement of Assurances**

The Statement of Assurances must be signed by the applicant and the project fiscal agent/fiduciary.

**Affirmative Action Packet**

In accordance with the regulation established by the Commission on Human Rights and Opportunities, each applicant is required to have a completed Affirmative Action Packet on file with the CSDE. This grant application contains the "Affirmative Action Certification Form" certifying that an Affirmative Action Plan is on file with the CSDE. The individual authorized to sign on behalf of the applicant must sign and return the Affirmative Action Certification Form and submit such form with the grant application. If you do not have a pre-existing Affirmative Action Plan packet on file with CSDE, you must complete a packet as part of this application. The full packet may be found in Appendix D.

**Supplement Not Supplant Assurance**

Self-explanatory. See page 28.

**Code Compliance Assurance**

Self-explanatory. See page 29.

**Fiscal Agent/Fiduciary Identification Form**

Self-explanatory. See page 30.

**Permission to Allow Capital Improvements to Leased or Rented Space**

For programs operated in leased or rented space, the applicant must submit a copy of the lease or sub-lease as well as a copy of the deed for the building and obtain the building owner's permission to make building improvements. This form is to be used to evidence that permission and it requires the original signature of the building owner. See page 31.

## Part III: Application Process

### Obligations of Grantees

All bidders are hereby notified that the grant to be awarded is subject to contract compliance requirements as set forth in Connecticut General Statutes Section 4a-60, 4a-60a and Sections 4a-68j-I et seq. of the Regulations of Connecticut State Agencies. Furthermore, the grantee must submit periodic reports of its employment and sub-contracting practices in such form, in such manner and in such time as may be prescribed by the Commission on Human Rights and Opportunities.

### Freedom of Information Act

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

### Management Control of the Program and Grant Consultation

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

### State Monitoring

The state may conduct site visits to grantees and sub-grantees funded under this grant program to monitor a community's progress and the grantee's compliance with the funding rules which govern the project. **At the completion of a project, the state may require an audit of your project. Maintain all project-related documentation in an organized manner, in anticipation of the state's request.**

### Due Date

Grant applications (the original plus one copy), **IRRESPECTIVE OF POSTMARK DATE, must be received by 4:00 p.m. on or before Friday, February 8<sup>th</sup>, 2013.** The original grant application must bear original signatures of those individuals specified on the Grant Cover Sheet; faxed and/or scanned copies of the application will not be accepted.

### Mailing and Delivery Information

Mailing Address:	Delivery Address:
AMPARO GARCIA Lead Planning Analyst Connecticut State Department of Education PO Box 2219 Hartford, CT 06145-2219	AMPARO GARCIA Lead Planning Analyst Connecticut State Department of Education 165 Capitol Avenue, Room 215 Hartford, CT 06106

**Review of Proposals and Grant Awards**

The CSDE reserves the right to make grant awards under this bond authorization without discussion with the applicants. Therefore, applicants should submit proposals that present their project in the most favorable light from both technical and cost standpoints. All awards are subject to the availability of funds. Applicants are cautioned not to commit funds until an official grant award letter is received.

Amparo Garcia will be available to answer questions concerning this RFP. The CSDE will review proposals according to the application requirements. The Commissioner of Education reserves the right to not fund an applicant if it is determined that 1) the applicant is unable to manage the grant; 2) an award to a particular grantee is not in the best interest of the state; 3) the project for which application was made is not consistent with the priorities set out in this RFP; or 4) there are other application and/or grant compliance issues associated with the grantee's submission.

**Part IV: Application Forms (Excluding Required Project Abstract)**

**CONNECTICUT STATE DEPARTMENT OF EDUCATION  
EARLY CHILDHOOD BOND FUNDS GRANT PROGRAM**

**Grant Period: July 1, 2012, to June 30, 2014**

**Grant Cover Sheet  
To Be Completed and Submitted with the Grant Application**

<u>APPLICANT:</u> (Name, Address, Telephone, Fax)	<u>LOCAL PROGRAM TITLE:</u>  <u>PROGRAM FUNDING DATES:</u> <b>From July 1, 2012, to June 30, 2014</b>
<u>LOCAL APPLICANT CONTACT PERSON:</u> (Name, Address, Telephone, Fax)	<u>ESTIMATED FUNDING:</u>

We, \_\_\_\_\_, the undersigned submit this proposal on behalf of the applicant, attest to the appropriateness and accuracy of the information contained therein, and certify that this proposal, if funded, will comply with all relevant requirements of the state and federal laws and regulations.

In addition, funds obtained through this source will be used solely to support the project, as described herein.

**Signature (Program Owner/Operator):** \_\_\_\_\_

**Name (typed):** \_\_\_\_\_

**Program Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature (Fiscal Agent / Fiduciary):** \_\_\_\_\_

**Name (typed):** \_\_\_\_\_

**Title and Affiliation (program or town):** \_\_\_\_\_ **Date:** \_\_\_\_\_

## **ABSTRACT**

**Not to exceed two pages, double spaced.**

**Describe the proposed project.**

# PROJECT QUESTIONNAIRE

Name of person responsible for project oversight: \_\_\_\_\_

Email: \_\_\_\_\_

Phone number(s): \_\_\_\_\_ (w) \_\_\_\_\_ (c)

## General Building/ EC Program Data

\_\_\_\_\_  
Name of building

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Town, State, Zip code

This building is (check one):

Owned by the program operator.

Under a long-term lease (10 or more years). Years remaining under this agreement \_\_\_\_\_.

Occupying in-kind space in a public school building. (Be sure to identify in "Name" above.)

Occupying in-kind space in another public facility. (Be sure to identify in "Name" above.)

Occupying in-kind space in a church or other private facility. (Be sure to identify in "Name" above.)

Other (describe) \_\_\_\_\_  
\_\_\_\_\_

Original construction date for the building section named in project: \_\_\_\_\_

In the past five years, has any work been done in the portion of the building which houses or will house your program?  No  Yes (describe: nature of work, approximate cost and source of funding)

\_\_\_\_\_  
\_\_\_\_\_

Current state-funded spaces: \_\_\_\_\_



**FOR EACH COMPONENT OF THE PROJECT, SUBMIT THE FOLLOWING:**

**Construction Timelines**

Estimated date to begin construction: \_\_\_\_\_

Estimated date to complete construction: \_\_\_\_\_

Occupancy target date: \_\_\_\_\_

**Costs:**

Total estimated project cost: \$\_\_\_\_\_

Will the project be fully funded by this grant, or will there be other sources of funding? Please identify. \_\_\_\_\_

\_\_\_\_\_

**Indicate all reasons for the project (check all that apply):**

Programmatic changes within the facility/repurposing of existing space (describe) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Correction of Code Violations

Upgrade of facility due to general age and condition

Replacement of equipment and furnishings which have outlasted their useful life

Upgrade of facility to current voice, data and video technology standards

Increase program space to accommodate increased enrollment

Energy Conservation (describe) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Other (describe) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**FOR THE FULL PROJECT (ALL COMPONENTS), INDICATE NEED**

Use a number scale to indicate the priority you give to each area of work. "1" will indicate the most critical project component. "2" would be work that is still critical but less urgent than "1", and so forth.

Code Compliance (check all that apply):  OSHA  ADA  Building  Health  Fire

Finishes (check all that apply):  walls  floor coverings  ceilings  Other (describe) \_\_\_\_\_

Kitchen Renovation

Electrical

Plumbing

Mechanical/Heating Ventilating and Cooling (HVAC)

Site – Parking, passenger loading, entrances/exits, walkways

Toilet Rooms

Window Replacement

Windows must meet the requirements of the Building Code, including energy efficiency and wind/impact loads, as well as rescue and ventilation when applicable.

Roof Replacement; provide age of existing roof to be replaced \_\_\_\_\_

Roof must meet the minimum requirements of the building code. New roof must have a life expectancy of at least 20 years.

Repair for damages due to catastrophic loss (fire, flood, wind, etc.) (describe) \_\_\_\_\_

\_\_\_\_\_

Minor Addition/New Construction (must be compliant with codes)

Square footage to be added \_\_\_\_\_

Estimated Cost per Square Foot: \_\_\_\_\_

Programs/activities to be housed in the new space: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

General alterations/renovation of existing space (must be compliant with codes)

Square footage affected by project: \_\_\_\_\_

Extent of anticipated construction:  Light  Medium  Heavy

Estimated Cost per Square Foot: \_\_\_\_\_

Programs/activities to be addressed in reconfiguration: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Playgrounds – shading, fencing, redesign, play equipment

In the Abstract, you must identify/describe: surfacing/ground cover; major types of equipment and associated activity (climbing, pretending, etc.); ground-level play components; elevated play components; any general hazards; age-group(s) for which the playground is intended. If more than one age group, confirm that appropriate separations are provided. Include a statement which confirms that 1) playground surfacing shall meet or exceed the U.S. Consumer Product Safety Commission (CPSC) Guidelines for critical height required by the play components included in your design; 2) the contractor shall confirm final maximum fall height requirements and appropriate surfacing thickness with the playscape manufacturer prior to construction; and 3) in accordance with the CPSC Public Playground Safety Handbook, prior to use of the playground, the equipment shall be inspected by an independent qualified safety inspector, hired by the owner. **NOTE THAT PLAY EQUIPMENT SHOULD BE AGE APPROPRIATE.**

Reference Materials for Playgrounds:

- American Public Health Association (APHA) and American Academy of Pediatrics (AAP) *Caring for Our Children: National Health and Safety Performance Standards; Guidelines for Early Care and Education Settings*. Third Edition, 2011. This publication may be found at: [http://nrckids.org/CFOC3/CFOC3\\_color.pdf](http://nrckids.org/CFOC3/CFOC3_color.pdf)
- *Public Playground Safety Handbook* (Pub. #325 April 2008) – The U.S. Consumer Product Safety Commission (CPSC). These guidelines were adopted by Connecticut’s Department of Consumer Protection, and the publication may be found at: <http://www.cpsc.gov/cpsc/pub/pubs/325.pdf>.
- *The 2010 ADA Standards for Accessible Design*. These standards include guidance around Play Areas, and may be found at: <http://www.ada.gov/regs2010/2010ADASTandards/2010ADASTandards.htm#c10>.

## Budget

ED 114 BUDGET FORM:

FISCAL YEAR 2013

GRANTEE NAME:		GRANTEE CODE:	
GRANT TITLE:	<b>Early Childhood Bond Funds Grant Program</b>		
PROJECT TITLE:	<b>Minor Capital Improvements</b>		
ACCOUNTING CLASSIFICATION:	FUND: <b>12052</b>	SPID: <b>42861, 43540</b>	YEAR: <b>2013</b>
	PROG: <b>83004</b>	CF1: <b>170003</b>	CF2: <b>SDE0000X</b>
GRANT PERIOD: <b>07/01/12 – 06/30/14</b>	AUTHORIZED AMOUNT:		
AUTHORIZED AMOUNT BY SOURCE:	CURRENT DUE:		
CODES	DESCRIPTIONS	BUDGET AMOUNT	
300	PURCHASED PROFESSIONAL/TECHNICAL SERVICES		
400	PURCHASED PROPERTY SERVICES, INCLUDING CONSTRUCTION		
590	OTHER PURCHASED SERVICES		
690	OTHER SUPPLIES		
700	PROPERTY		
890	OTHER OBJECTS		
	TOTAL		

\_\_\_\_\_ Original Request Date

\_\_\_\_\_ Revised Request Date

\_\_\_\_\_  
*State Department of Education  
 Program Manager Authorization*

\_\_\_\_\_  
 Date of Approval

## Budget Object Codes

- 300** **Purchased Professional/Technical Services:** Services which by their nature can be performed only by persons or firms with specialized skills and knowledge. While a product may or may not result from the transaction, the primary reason for the purchase is the service provided. Included are the services of architects, engineers and other design specialists who provided professional and/or technical guidance for your project.
- 400** **Purchased Property Services, Including Construction:** Expenditures for services to operate, repair, maintain and rent property owned and/or used by the grantee. These are payments for services performed by persons other than grantee employees and include construction services (remodeling and renovation), payments to contractors\* for major permanent structural alterations and for the initial or additional installation of heating and ventilating systems, electrical systems, plumbing systems or other service systems in existing buildings.
- \* In addition to general contractors, other purchased labor should be reported here.
- 590** **Other Purchased Services:** All other payments for services rendered by organizations or personnel not on the grantee payroll and not detailed in lines 300 and 400.
- 690** **Other Supplies:** On this line, include the cost of any supplies or building materials to be purchased directly by the grantee. (If a general contractor is being used, report the entire contract amount— inclusive of materials—under line 400; do not break out the supplies/materials separately.)
- 700** **Property:** Includes expenditures for improvements of grounds (site and/or playground improvements such as surfacing, shading, fencing, safety compliance), as well as new or replacement equipment. Examples of eligible items include but are not limited to: electrical surveillance equipment; intercoms; boilers and other built-in equipment; playground equipment associated with approved playground projects; equipment and furnishings necessary to successful program operation and child safety.
- In accordance with the Connecticut State Comptroller's definition of equipment, included in this category are all items of equipment (machinery, tools, furniture, vehicles, apparatus, etc.) with a value of over \$1,000 and the useful life of more than one year and data processing equipment that has a unit price under \$1,000 and a useful life of not less than five years.
- 890** **Other Objects (Miscellaneous Expenditures):** Expenditures for goods or services not properly classified in one of the above objects; included in the category could be expenditures for dues and fees, judgments against a grantee that are not covered by liability insurance and interest payments on bonds and notes. Building permits and/or inspection fees may be reported here.

## Budget Justification

1. Use this page to justify the use of proposed line item expenditures to implement the Local RFP for the Early Childhood Bond Funds Grant Program.

**For Example:**

<b>300</b>	<b>Purchased Professional/Technical Services</b>	
	<b>Architect to design updated, code compliant child bathroom</b>	<b>\$600</b>
	<b>Two hours at \$100 per hour, plus eight hours at \$50 per hour</b>	

**COMPETITIVE BIDDING ASSURANCE**

I hereby provide assurance that my Early Childhood program will competitively bid all construction components of the project. With regard to FF&E, we will select the most economical pricing available, after product research. Supporting documentation will be maintained locally.

---

Applicant/Program

---

Program Owner/Operator Signature

---

Date

---

Program Owner/Operator Name, Printed

---

Program Owner/Operator Title, Printed

## Statement of Assurances and Signature Page

PROJECT TITLE: Early Childhood Bond Funds Grant Program

THE APPLICANT \_\_\_\_\_ HEREBY ASSURES THAT  
(Insert applicant name)

- A. The applicant has the necessary legal authority to apply for and receive the proposed grant;
- B. The filing of this application has been authorized by the applicant's governing body, and the undersigned official has been duly authorized to file this application for and on behalf of said applicant, and otherwise to act as the authorized representative of the applicant in connection with this application;
- C. The activities and services for which assistance is sought under this grant will be administered by or under the supervision and control of the applicant agency;
- D. The project will be operated in compliance with all applicable state and federal laws and in compliance with the regulations and other policies and administrative directives of the Connecticut State Board of Education and the 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 State Department of Education, including information relating to the project records and access thereto as the State Department of Education may find necessary;
- H. The Connecticut State Department of Education reserves the exclusive right to use and grant the right to use and/or publish any part or parts of any summary, abstract, reports, publications, records, and materials resulting from this project and this grant;
- I. If the project achieves the specified objectives, every reasonable effort will be made to continue the project and/or implement the results after the termination of state and/or federal funding;
- J. The applicant will protect and save harmless the State Board of Education from financial loss and expense, including fees and legal fees and costs, if any, arising out of any breach of the duties, in whole or in part, described in the application for this grant;
- K. At the conclusion of each grant period, the applicant will provide for an independent audit report acceptable to the grantor in accordance with Sections 7-394a and 7-396a of the Connecticut General Statutes, and the applicant shall return to the State Department of Education any monies not expended in accordance with the approved program/operation budget as determined by audit;
- L. **REQUIRED LANGUAGE (NON-DISCRIMINATION)**
  - 1) References in this section to “contract” shall mean this grant agreement and references to “contractor” shall mean the Grantee.

For the purposes of this section, “Commission” means the Commission on Human Rights and Opportunities.



For the purposes of this section “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: (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 section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. “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.

2) (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, mental retardation 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. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, 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; (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 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 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 sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (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 section 46a-56.

3) 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.

4) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

5) The contractor shall include the provisions of section (2) above 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 section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the contractor may request the state of

Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

6) The contractor agrees to comply with the regulations referred to in this section as the term of this contract and any amendments thereto as they exist on the date of the contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

7) (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 of 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 section 46a-56; (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 section 46a-56.

8) The contractor shall include the provisions of section (7) above 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 section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

**EARLY CHILDHOOD BOND FUNDS GRANT PROGRAM**

**Statement of Assurances Signature Page**

**We, the undersigned authorized officials, do hereby certify that these assurances shall be fully implemented.**

**Signature (Program Owner/Operator):** \_\_\_\_\_

**Name (typed):** \_\_\_\_\_

**Program Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature (Fiscal Agent / Fiduciary):** \_\_\_\_\_

**Name (typed):** \_\_\_\_\_

**Title and Affiliation (program or town):** \_\_\_\_\_ **Date:** \_\_\_\_\_

## Affirmative Action Plan

Please comply with the following:

- 1) If a current affirmative action plan is on file with the CSDE, complete and sign the certification statement (below) and submit this page as part of your proposal.
- 2) If a current affirmative action plan is not on file, complete the affirmative action packet which follows this page and submit the full package as part of your proposal.

### CERTIFICATION THAT A CURRENT AFFIRMATIVE ACTION PLAN IS ON FILE

I, the undersigned authorized official, hereby certify that the current Affirmative Action Plan of the applying organization/agency is on file with the CSDE. The Affirmative Action Plan is, by reference, part of this application.

---

Signature of Authorized Official

---

Date

---

Print Name of Authorized Official

---

Print Title of Authorized Official

**SUPPLEMENT NOT SUPPLANT ASSURANCE**

I, the undersigned authorized official, hereby provide assurance that:

Program funds distributed to my district/program will be used only to supplement, and to the extent practical, increase the levels of funds that would, in the absence of these funds, be made available from federal, other state or local sources for educational technology. In no case will the state funds allocated to my district/program be used to supplant funds from federal, other state or local sources, including, but not limited to, Connecticut General Statutes Chapter 173 – “Public School Building Projects.”

I understand that failure to comply with these provisions will result in the loss of funds to my district/program under the state program.

---

Applicant/Program Name

---

Program Owner/Operator Signature

---

Date

---

Program Owner/Operator Name, Printed

---

Program Owner/Operator Title, Printed

**CODE COMPLIANCE ASSURANCE**

I hereby provide assurance that my Early Childhood program will secure all necessary approvals pertaining to OSHA, Fire, ADA, Building and Health codes, as they relate to the expenses associated with this project. (Note: If your program receives any federal dollars (Title 9, School Nutrition Programs, etc.), you will be subject to 504/ADA requirements.) Further, we will ensure that local officials conduct a review of the plans and specifications for the project, in accordance with local building permit requirements.

\_\_\_\_\_  
Applicant/Program

\_\_\_\_\_  
Program Owner/Operator Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Program Owner/Operator Name, Printed

\_\_\_\_\_  
Program Owner/Operator Title, Printed

**EARLY CHILDHOOD BOND FUNDS GRANT PROGRAM**

**FISCAL AGENT/FIDUCIARY**

**Identify the fiscal agent/fiduciary for the Early Childhood Bond Funds Grant Program.**

**Note: The person so named below shall also be required to sign the grant application cover sheet, as well as the Statement of Assurances.**

Identify Fiscal Agency: \_\_\_\_\_

Street Address: \_\_\_\_\_  
\_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Primary Contact Person: Name: \_\_\_\_\_ E-mail: \_\_\_\_\_

Federal ID #: \_\_\_\_\_

**Permission to Allow Improvements and Minor Capital Repairs  
to Leased or Rented Facility**

If your program operates in a leased and/or rented facility, you must submit a statement signed by the owner of the premises which certifies that you are authorized to make facility improvements and minor capital repairs to that portion of the premises which houses or will house your program. In addition, you must submit a copy of the lease or sub-lease and the deed for the premises.

-----  
**Acknowledgement and Certification of Owner of Premises**

The undersigned, acknowledges ownership of the premises located at

\_\_\_\_\_  
Street Address

\_\_\_\_\_, Connecticut  
Town

and that for the premises, I hereby grant permission for the

\_\_\_\_\_  
Name of the Early Childhood Program,

as consistent with the grant application, authorized to make facility improvements and minor capital repairs to that portion of the facilities that house the programs outlined in this application.

Further, I acknowledge that we are engaged in a multi-year lease, having 10 or more years remaining with competitive and comparable rental costs. In the event that I, the owner/landlord, breach this lease, I agree to repay the grant in accordance with legislation.\*

In the event of the sale of the premises within the 10-year term of the lease, I certify that,

- The CSDE will be provided advanced written notification of the sale, and
- The new owner will be provided written notification of this grant application at the time of sale.

\_\_\_\_\_  
Signature of Owner‡

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Owner‡

‡ If the facility owner is a corporation, you must submit a resolution of the corporation confirming that the person whose signature appears here is authorized to enter into such agreements of behalf of the owner.

\* Pursuant to Section 15 of Public Act 12-189 and Section 38 of Public Act 07-7 JSS, there is a repayment provision for this grant should the property no longer be used for/by the program for whom the grant was intended and paid. Repayment shall be made in an amount equal to the amount of the grant, except that the repayment amount shall be reduced by 10 percent (10%) for each full year of the 10-year period that the program remained in operation in the facility. In accordance with these provisions of law, the state shall place a lien, equal to the amount of the award, on the property.



**Appendix A**

**APPLICATION CHECKLIST – To Be Completed by SDE ONLY**

**Applicant/Program:** \_\_\_\_\_

**Request for Proposal Name:** Early Childhood Bond Funds Grant Program

**BASIC ELIGIBILITY**

The Proposal contains all of the following completed appendices below.

- Cover Sheet \_\_\_\_\_
- Abstract Page – Not to exceed two pages, double spaced \_\_\_\_\_
- Budget Form – ED 114 \_\_\_\_\_
- Budget Justification \_\_\_\_\_
- Competitive Bidding Assurance \_\_\_\_\_
- Statement of Assurances \_\_\_\_\_
- Affirmative Action Packet \_\_\_\_\_
- Supplement Not Supplant Assurance \_\_\_\_\_
- Code Compliance Assurance \_\_\_\_\_
- Fiscal Agent/Fiduciary Identification Form \_\_\_\_\_
- Project Questionnaire \_\_\_\_\_
- Permission to Allow Capital Improvements to Leased or Rented Space \_\_\_\_\_
  - Copy of the multi-year lease or sub-lease for at least 10 years remaining with competitive and comparable rental costs \_\_\_\_\_
  - Copy of the deed for the building \_\_\_\_\_
  - Resolution of the corporation authorizing signatory, if the building owner is a corporation \_\_\_\_\_

Date: \_\_\_\_\_

Reviewed by: \_\_\_\_\_

## Appendix B

### EVALUATION CRITERIA

Section	Max Points	Section Score	Comments
Abstract and Project Detail - Overall	14		
Application sufficiently addresses: <ul style="list-style-type: none"> <li>▪ Planned time period</li> <li>▪ Labor and equipment estimates</li> <li>▪ Evidence of economical pricing</li> </ul>	14		
Project Priority: <ul style="list-style-type: none"> <li>▪ Located outside of public school buildings</li> <li>▪ Correction of Code Violations</li> <li>▪ Improve safety</li> <li>▪ Meet accreditation standards</li> </ul>	8 8 8 8		
Budget/Budget Narrative	10		
Demonstrated need for project (Scale: Low need = 1; Urgent need = 10)	10		
Standing with existing agency contracts and grants	10		
Applications from private community-based programs	10		
<b>Totals</b>	<b>100</b>		

## Appendix C

### Licensing Status Verification Form

The Connecticut General Statutes, Section 19a-77(b) provides that a program administered by a public school system is not required to be licensed to operate. In addition, the licensing requirement does not apply to programs administered by private schools that are approved by the State Board of Education and have filed a yearly attendance form with the Connecticut State Department of Education (CSDE). "Administered by" means that a public school system or a CSDE approved private school retains responsibility for the management and oversight of the program and for the program staff and the children served.

If a grantee submits to the CSDE sub-grantee applications with sites that are not licensed by the Department of Public Health to provide child day care, the grantee must complete this form for each non-licensed site. One of the following persons must complete and sign this form, as appropriate: the superintendent of schools, charter school director, administrator of a CSDE approved private school or executive director of a Regional Education Service Center (RESC).

Please check the appropriate boxes below with an "X," provide your signature, and indicate whether your board of education, charter school, CSDE approved private school or RESC administers the program.

\_\_\_\_\_ located at \_\_\_\_\_.  
(Name of Program) (Program Address)

\_\_\_\_\_ **Yes** The  board of education,  charter school,  CSDE approved private school,  RESC administers the above named program and therefore retains responsibility for the management and oversight of such program, for the staff employed at the program and the children attending the program. This arrangement is effective from:

(start date): \_\_\_\_\_ to (end date): \_\_\_\_\_.

\_\_\_\_\_ **No** The  board of education,  charter school,  CSDE approved private school,  RESC does not administer the above named program and does not retain responsibility for the management and oversight of such program, for the staff employed at the program and the children attending the program.

\_\_\_\_\_  
Signature of Program Administrator

\_\_\_\_\_  
Program Administrator Name, Printed

Affiliation (select one):

Superintendent of Schools

Charter School Director

CSDE Approved Private School Administrator

RESC Executive Director

**for the** \_\_\_\_\_  
Name of Grantee

Grantee Type (select one)

Board of Education

Charter School

CSDE Approved Private School

RESC

at \_\_\_\_\_  
City or Town

\_\_\_\_\_  
Phone Number

## APPENDIX D

### AFFIRMATIVE ACTION PACKET

The Connecticut State Department of Education (CSDE) is committed to Equal Opportunity and Affirmative Action and will not knowingly do business with any grantees, bidders, contractors, subcontractors or suppliers of materials who engage in acts of unlawful discrimination. In accordance with Administrative Regulations Sections 46a-68-31 through 46a-68-74 "Affirmative Action By State Government" and 4a-60 through 4a-60a and 46a-68c through 46a-68k "Contract Compliance" as administered by the Commission on Human Rights and Opportunities (CHRO), the SDE encourages grantees, bidders, contractors, subcontractors, and suppliers of materials to develop and implement Affirmative Action Plans.

Contractors with 50 or more employees and contract awards that total **\$4,000** or more for leases, rental and personal service agreements are required to have or develop a written Affirmative Action Plan addressing any identified underutilization of minorities and women. Further, contractors with fewer than 50 employees regardless of contract amount or contractors with 50 or more employees with a total contract amount of less than \$4,000 for leases, rental and personal service agreements are required, at a minimum, to develop a written Affirmative Action Police Statement.

In accordance with CHRO Regulations concerning contract compliance procedures for state agencies, this packet was prepared to assist all bidders for contractual services to comply with legally mandated application procedures. **All contractors and grantees must read and complete the appended forms where appropriate, and submit their Affirmative Action Policy Statement and Plan where appropriate.**

#### **The following are appended hereto:**

1. **Commission on Human Rights and Opportunities Contract Compliance Regulations and Notification to Bidders:** Makes prospective contractors and grantees aware of the State Department of Education's obligation to ensure that prospective contractors and grantees qualify pursuant to contract compliance requirements. *(Contractor/Grantee must complete).*
2. **Workforce Analysis:** A comprehensive inventory of all employees by race, sex, job title, and occupational category *(Contractor/Grantee must complete).*
3. **Definitions for Workforce Analysis:** Race/Ethnic identification and description of job categories to assist in the completion of workforce analysis.
4. **Standard Statement of Assurances:** *(Grantee must complete to apply for grants).*
5. **Contractor's Minority Business Enterprises Utilization Form:** *(Contractor/Grantee must complete when an MBE or WBE is engaged in a subcontract).*
6. **Affidavit/Certificate of Corporation:** *(Contractor/Grantee must complete only when an MBE or WBE that is not registered with the Department of Economic Development is engaged as a subcontractor and the Contractor/Grantee wish to receive credit for such pursuant to regulations).*
7. **Sample Affirmative Action Policy Statement:** Contractor/Grantee may use this as an example or may use it as their statement by placing it on their letterhead.

Please submit the completed forms along with your proposal or bid to the person or office identified in the request for proposal.

Affirmative Action Office  
State Department of Education  
(860) 807-2071

(Rev 6/99)

## NOTIFICATION TO BIDDERS

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

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, *every agency awarding a contract subject to the contract compliance requirements has an obligation to "aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials."* "**Minority business enterprise**" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: "(1) Who are active in the daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; (3) who are members of a minority, as such term is defined in sub-section (a) of Section 32-9n." "**Minority**" groups are defined in section 32-9n of the Connecticut General Statutes as "(1) Black Americans... (2) Hispanic Americans... (3) persons with origins in the Iberian Peninsula... (4) Women... (5) Asian Pacific Americans and Pacific Islanders... (6) American Indians... (7) individuals with a disability considered a minority business enterprise pursuant to Connecticut General Statutes, Section 32-9e." The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

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

- a) the bidder's success in implementing an affirmative action plan;
- b) the bidder's success in developing an apprenticeship program complying with Section 46a-68-1 to 46a-68- 17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- c) the bidder's promise to develop and implement a successful affirmative action plan;
- d) the bidder's submission of EEO-1 data indicating that the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area; and
- e) the bidder's promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.
- f) the bidder's certifies firm is not listed on debarment lists promulgated pursuant to CGS, Section 31-53a and 34 CFR Part 85., Appendix A of federal statutes.

**INSTRUCTION:** Bidder must sign acknowledgment below, and return the signed acknowledgment to the State Department of Education along with the bid proposal.

The undersigned acknowledges receiving and reading a copy of the Commission on Human Rights and Opportunities Contract Compliance Regulations and the "Notification to Bidders" form.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

On behalf of:

\_\_\_\_\_  
Organization Name

Project No: \_\_\_\_\_

Rev. 6/99

**CONNECTICUT COMMISSION ON HUMAN RIGHTS & OPPORTUNITIES  
CONTRACT COMPLIANCE REGULATIONS AND NOTIFICATION TO BIDDERS  
Sections 46a-68j-23 (1)-(10) and 46a-68j-24 (a)**

**CONTRACT COMPLIANCE**

**Sec. 46a-68j-23. Obligations of Contractors:**

Every contractor awarded a contract subject to contract compliance requirement shall:

- 1) Comply fully with all federal and state anti-discrimination laws, and shall not discriminate or permit a discriminatory practice to be committed;
- 2) Cooperate fully with the commission;
- 3) Submit periodic reports of its employment and subcontracting practices in such a form, in such a manner and at such a time as may be prescribed by the Commission;
- 4) Provide reasonable technical assistance and training to minority business enterprises to promote the participation of such concerns in state contracts and subcontracts;
- 5) Make a good faith effort, based upon the availability of minority business enterprises in the labor market area, to award a reasonable proportion of all subcontractors to such enterprises;
- 6) Maintain full and accurate support data for a period of two (2) years from the date the record is made or the date the contract compliance form is submitted, whichever is later, provided that this provision shall not excuse compliance with any other applicable record retention, state regulation or policy providing for a period of retention in excess of two (2) years;
- 7) Not discharge, discipline or otherwise discriminate against any person who has filed a complaint, testified or assisted in any proceeding with the commission;
- 8) Make available for inspection and copying any support data requested by the commission, and make available for interview any agent, servant or employee having knowledge of any matter concerning the investigation of a discriminatory practice complaint or any matter related to a contract compliance review;
- 9) Include a provision in all subcontracts with minority enterprises requiring that the minority business enterprise provide the Commission with such information on its structure and operations as the Commission finds necessary to make an informed determination as to whether the standards of Section 4a-60 of the Connecticut General Statutes as amended by Sec. 2 of Public Act 89-253 have been met; and
- 10) Undertake such other reasonable activities or efforts as the Commission may prescribe to ensure the participation of minority business enterprises as state contractors and subcontractors.

**Sec 46a-68j-24. Utilization of Minority Business Enterprises:**

- a) Contractors shall make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on all projects subject to contract compliance requirements.

## CONNECTICUT COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES WORKFORCE ANALYSIS

Contractor Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Total number of CT employees:  
 Full-time \_\_\_\_\_ Part-time \_\_\_\_\_

Complete the following Analysis for employees of Connecticut work sites who are:

JOB CATEGORIES	OVERALL TOTALS (SUM OF ALL COLS. MALE & FEMALE)	WHITE (NOT OF HISPANIC ORIGIN)		BLACK (NOT OF HISPANIC ORIGIN)		HISPANIC		ASIAN OR PACIFIC ISLANDER		AMERICAN INDIAN OR ALASKAN NATIVE		PEOPLE WITH DISABILITIES	
		MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE
OFFICIALS & MANAGERS													
PROFESSIONALS													
TECHNICIANS													
PARAPROFESSIONAL													
SALES WORKER													
OFFICE & CLERICAL													
CRAFT WORKERS (Skilled)													
OPERATIVES (Semi-skilled)													
LABORERS (unskilled)													
SERVICE WORKERS													
TOTALS ABOVE													
TOTALS ONE YEAR AGO													

**FORMAL, ON - THE JOB TRAINEES (Enter figures for the same categories as are shown above).**

Apprentices													
Trainees													

EMPLOYMENT FIGURES WERE OBTAINED FROM        VISUAL CHECK:        EMPLOYMENT RECORDS:        OTHER:       

1. Have you successfully implemented an Affirmative Action Plan? Yes:    Date of implementation         
 Not Applicable:        Explain:         
 (a) Please submit a summary of your Affirmative Action Plan.
  
2. Have you successfully developed an apprenticeship program complying with Sec. 46a-68-17 of the Connecticut Department of Labor Regulations, inclusive? Yes:        No:        Not Applicable:        Explanation:
  
3. According to EEO-1 data, is the composition of your workforce at or near parity when compared with the race and gender composition of the workforce in the relevant labor market area? Yes:        No:        Explanation:
  
4. If you plan to subcontract, will you set aside a portion of the contract for legitimate minority business enterprises? Yes:        No:        Explanation:

\_\_\_\_\_  
 Contractor's Authorized Signature

\_\_\_\_\_  
 Date

## DEFINITIONS FOR WORKFORCE ANALYSIS

### **RACE/ETHNIC IDENTIFICATION:**

You may acquire the race/ethnic information necessary for this report either by visual surveys of the Workforce, or from records as to the identity of employees after the starting date of employment.

Please note that conducting a visual survey and keeping records of the race/ethnic identity of employees is legal in all jurisdictions and under all Federal and State Laws.

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purpose of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group.

### **DESCRIPTION OF JOB CATEGORIES:**

**Officials and managers:** Occupations requiring administrative managerial personnel who set broad policies, exercise overall responsibility for execution of these policies, and direct individual departments or special phases of a firm's operations. **Includes:** *officials, executives, middle management, plant managers, department managers, and superintendents, salaried supervisors who are members of management, purchasing agents and buyers, railroad conductors and yard masters, ship captains, mates and other officers, farm operators and managers, and kindred workers.*

**Professionals:** Occupations requiring either college graduation or experience of such kind and amount as to provide a comparable background. **Includes:** *accountants and auditors, airplane pilots, and navigators, architects, artists, chemists, designers, dietitians, editors, engineers, lawyers, librarians, mathematicians, natural scientists, registered professional nurses, personnel and labor relations specialists, physical scientists, physicians, social scientists, teachers, and kindred workers.*

**Technicians:** Occupations requiring a combination of basic scientific knowledge and manual skill which can be obtained through two (2) years of post-high school education, such as is offered in many technical institutes and junior colleges, or through equivalent on-the-job training. **Includes:** *computer programmers, drafters, engineering aides, junior engineers, mathematical aides, licensed practical or vocational nurses, photographers, radio operators, scientific assistants, surveyors, technical illustrators, technicians (medical, dental, electronic, physical science), and kindred workers.*

**Sales:** Occupations engaging wholly or primarily in direct selling. **Includes** *kindred workers.*

**Office and clerical:** All clerical type work regardless of level of difficulty. **Includes** *kindred workers.*

**Craft Workers:** (*skilled*) - Manual workers of relatively high skill level having a thorough comprehensive knowledge of the processes involved in their work. Exercise considerable independent judgment and usually receive an extensive period of training. **Includes** *kindred workers.*

**Operatives:** (*semiskilled*) - Workers who operate machine or processing equipment or perform other factory-type duties of intermediate skill level which can be mastered in a few weeks and require only limited training. **Includes** *kindred workers.*



**Laborers:** (*unskilled*) - Workers in manual occupations, which generally require no special training, perform elementary duties that may be learned in a few days and require the application of little or no independent judgment. Includes *kindred workers*.

**On-the job trainees:**

**Production:** Persons engaged in formal training as a craft worker - when not trained under apprentice programs - operative, laborer and service occupations.

**White collar:** Persons engaged in formal training for clerical, managerial, professional, technical, sales office and clerical occupations.

**CONTRACTOR'S MINORITY BUSINESS ENTERPRISES**

**UTILIZATION FORM**

NAME AND ADDRESS OF AWARDING AGENCY:	NAME AND ADDRESS OF CONTRACTOR:
--------------------------------------	---------------------------------

<b>PROJECT NO:</b>	_____
<b>DATE AWARDED:</b>	_____
<b>DATE BID OPENED:</b>	_____

**NOTICE TO CONTRACTORS:** Under Section 46a-68J-23(5) of the Contract Compliance Regulations, contractors are required to make GOOD FAITH EFFORTS to employ Minority Business Enterprises (MBEs) as subcontractors and suppliers of materials on all projects subject to contract compliance requirements. The contract which is referenced above is subject to contract compliance requirements.

**INSTRUCTIONS:** List the name and addresses of all MBEs you have selected as subcontractors and suppliers of materials for this project. If the MBEs selected as subcontractors and suppliers of materials meet the criteria for MBEs set out in Section 4a-60 of Connecticut General Statutes, contractors MUST complete the attached affidavit. If such business are not currently registered with the Department of Economic Development and if the contractor wishes the Commission on Human Rights and Opportunities (CHRO) to consider favorably the selection of an unregistered MBE in the evaluation of **the contractor's good faith efforts**, contractors MUST complete the attached affidavit. In either case, the affidavit must be filled out in triplicate, with the original sent to the CHRO, Contract Compliance Unit, 21 Grand Street, Hartford, Connecticut 06106; one copy sent to the Awarding Agency; and one copy retained by contractor. If the contractor does not wish the CHRO to consider selection of an unregistered MBE in its evaluation of the contractor's good faith efforts, no affidavit need be made.

*(Attached additional pages if necessary, using same headings.)*

NAME AND ADDRESS OF ALL MBE SUBCONTRACTOR(S) OR SUPPLIER(S) OF MATERIALS:	Check here if MBE(s) qualify under Section 4a-60 of the Conn. Gen. Statues.	Check here if MBE is unregistered but wants consideration for good faith efforts.
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This form developed pursuant to Section 46a-68j-23(5) of Regulations of Connecticut state Agencies concerning Contract Compliance.

**AFFIDAVIT**

I, \_\_\_\_\_ acting on behalf of \_\_\_\_\_ of which  
(Name of person signing certification) (Contractor)

I am the \_\_\_\_\_ Certify and affirm:  
(Title)

*Check if provision applicable:* \_\_\_\_ That the following minority business subcontractors and /or suppliers of materials that \_\_\_\_\_ has hired for Contract No. \_\_\_\_\_ with  
(Contractor)  
\_\_\_\_\_ meet the criteria for Minority Business Enterprises set out in  
(Awarding Agency)

Section 4a-60 of the Connecticut General Statutes: \_\_\_\_\_  
(Lists names of Minority Business Enterprises that qualified under  
current statutory requirements)

*Check if provision applicable:* \_\_\_\_ That the \_\_\_\_\_ has hired the following  
(Contractor)  
minority business subcontractors or suppliers of materials for Contract No. \_\_\_\_\_ with  
\_\_\_\_\_ that are not registered with the Department of  
(Awarding Agency)  
Economic Development, but which should be considered by the Connecticut Commission on Human Rights and  
Opportunities when evaluating \_\_\_\_\_ the good faith efforts:  
(Contractor)

\_\_\_\_\_  
(List names or unregistered MBEs)  
\_\_\_\_\_  
\_\_\_\_\_

I further certify and affirm that I have read and understand the contract compliance requirements codified at Section 4a-60 and Section 46a-7 1 (d) of the Connecticut General statutes.

I further certify and affirm that I have read and understand the contract compliance Regulations codified at Section 46a-68j-2 I through 43 of the Regulations of Connecticut State Agencies.

I understand that false statements made herein are punishable by law.

\_\_\_\_\_  
(Name of Corporation or Firm) (Signature and Title of Official Making the Affidavit)

Subscribed and sworn to before me, this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

\_\_\_\_\_  
Notary Public/Commissioner of the Superior Court

My Commission Expires: \_\_\_\_\_

**CERTIFICATE OF CORPORATION**

I, \_\_\_\_\_ certify that I am the Secretary of the Corporation named in the foregoing instrument; that I have been duly authorized to affix the seal of the Corporation to such papers as require the seal; that \_\_\_\_\_, who signed said instrument on behalf of the Corporation was then \_\_\_\_\_ of said Corporation; that said instrument was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its Corporation powers.

\_\_\_\_\_  
(Signature of person Certifying)

(Corporate Seal)

**SAMPLE:** (You may use this as an example or you may use it as your statement by placing it on your letterhead).

**AFFIRMATIVE ACTION  
POLICY STATEMENT**

It has always been the policy and will continue to be the strong commitment of \_\_\_\_\_ and all contractors and subcontractors who do business with \_\_\_\_\_ to provide equal opportunities in employment to all qualified persons solely on the basis of job-related skills, ability and merit.

\_\_\_\_\_ will continue to take affirmative action to ensure that no persons are discriminated against with regard to their race, color, sex, sexual orientation, national origin, ancestry, religion, age, physical disability, mental retardation, marital status, present or past history of mental disorder, learning disability or criminal record. Such action includes, but is not limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship. \_\_\_\_\_ will continue to make good faith efforts to comply with all federal and state laws and policies which speak to Equal Employment Opportunity and Affirmative Action.

Equal Employment Opportunity is essential, but is not enough to guarantee the full and fair employment of minorities, women or other protected classes. Therefore, Affirmative Action is necessary. Affirmative Action is results - oriented programs used to address and overcome the present effects of past discrimination.

Sexual Harassment, another form of sex discrimination, will not be tolerated in the work place. Therefore, engaging in acts of sexual harassment or any other forms of unlawful discrimination will constitute grounds for disciplinary action.

This Policy Statement is based on both the spirit and the letter of state and federal anti discrimination laws, regulations and executive orders. Accordingly, care is taken to ensure that no person shall be excluded from participation in, be denied the benefits of, or otherwise be unlawfully discriminated against. Further, \_\_\_\_\_ will not knowingly use the services of, patronize or otherwise deal with any business, contractor, subcontractor or agency that engages in acts of unlawful discrimination.

This Affirmative Action Policy Statement reaffirms my personal commitment to the principles of Equal Employment Opportunity and Affirmative Action.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATED

## **APPENDIX E**

AGREEMENT FOR GRANT AWARD  
BETWEEN  
DEPARTMENT OF EDUCATION  
AND  
**EARLY CHILDHOOD PROGRAM XYZ**

WHEREAS, Section 9(e)(4) of Public Act 12-189 authorizes the Department of Education, hereinafter referred to as the “GRANTOR,” to provide grants-in-aid, by means of a contract, for the purpose of providing grants in aid to municipalities and organizations exempt from taxation under Section 501(c)(3) of the Internal Revenue Code of 1986, or any subsequent corresponding internal revenue code of the United States, as amended from time to time, for facility improvements and minor capital repairs to that portion of facilities that house school readiness programs and state-funded day care centers, and WHEREAS **EARLY CHILDHOOD PROGRAM XYZ** is such an entity and who shall hereinafter be referred to as the “GRANTEE,” and WHEREAS the project(s) listed below have been recommended by the GRANTOR and funding was authorized by the State Bond Commission under Section 9(e)(4) of Public Act 12-189 at the meeting held on XXXXXXXX YY, 2012, NOW, THEREFORE, the GRANTOR hereby authorizes a grant for facility improvements and minor capital repairs for:

**EARLY CHILDHOOD PROGRAM XYZ \$10,000**  
(further described on Page 50).

The GRANTEE agrees to the following terms and conditions:

1. The GRANTEE agrees that representatives of the GRANTOR may conduct inspections and examine such records and documents as they deem necessary to validate progress and payment requests at any reasonable time during or after construction.
2. Payment of the state grant may be made at such time or times as the GRANTOR shall determine within the authorization of funds by the State Bond Commission.
3. The GRANTEE agrees that the state participation in said project(s) will in no way exceed the amount herein agreed to. Any and all additional work not specifically authorized in writing by the GRANTOR will be the exclusive responsibility of the GRANTEE.
4. EXECUTIVE ORDERS. The Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor’s request, the Client Agency shall provide a copy of these orders to the Contractor. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated

April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

5. GOVERNING LAW. This Agreement shall be construed in accordance with and governed by the laws of the State of Connecticut.
6. NON-DISCRIMINATION. References to "Contract" in this section shall mean this Agreement for Grant Award.
  - (a) For purposes of this Section, the following terms are defined as follows:
    - i. "Commission" means the Commission on Human Rights and Opportunities;
    - ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
    - iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
    - iv. "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.
    - v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
    - vi. "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;
    - vii. "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
    - viii. "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;
    - ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
    - x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Connecticut General Statutes § 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Connecticut General Statutes § 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b)(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression,

mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understating, a notice to be provide by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(g)(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the ground of sexual



orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

7. CLAIMS AGAINST THE STATE. Contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut arising from this contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and Contractor further agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.
8. STATE ELECTIONS ENFORCEMENT COMMISSION (SEEC) CONTRACTOR CONTRIBUTION BAN. For all State contracts 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 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 SEEC Form 11.
9. The GRANTEE agrees and warrants that in the performance of this contract he/she shall meet the requirements of all applicable federal, state, and local laws, ordinances, regulations, and codes.
10. In consideration of funds received under this Grant Award the GRANTEE, being the owner of said property described in SCHEDULE A (attached), agrees to the terms set forth in Section 9(e)(4) of Public Act 12-189. Pursuant to Section 15 of said Public Act, the GRANTEE agrees that the State hereby acquires a lien equal to the amount of this award on the property described in SCHEDULE A. The GRANTEE further agrees that a copy of this Grant Award shall be recorded on the land records as evidence of the State's lien on said property. Said lien shall terminate ten years from the date of such grant under this Grant Award, provided that, at said time, the premises for which this grant is made are still used by **EARLY CHILDHOOD PROGRAM XYZ** as a location for early childhood programs. If the premises are not so used at said time, or cease to be so used at any time prior to ten years from the date of such grant under this Grant Award, this lien shall not terminate, and the State may immediately

thereafter take any and all steps necessary, including sale of the property described in SCHEDULE A, to obtain reimbursement for the funds granted to the GRANTEE pursuant to this Grant Award. Repayment shall be made in an amount equal to the amount of the grant, except that the repayment amount shall be reduced by 10 percent (10%) for each full year of the ten-year period that the facility remained in operation. If the premises for which such grant-in-aid was made are owned by the state, a municipality or a housing authority, no lien need be placed.

11. The GRANTEE agrees that while performing duties specified in this contract, he/she shall carry sufficient insurance (liability and/or other) according to the nature of the work to be performed to "hold harmless" the State of Connecticut from any insurable cause whatsoever.
12. The GRANTEE shall provide for an audit acceptable to the GRANTOR, in accordance with the provisions of Section 7-396a of the Connecticut General Statutes.
13. The State of Connecticut assumes no liability for payment under the terms of this contract until said GRANTEE is notified by the GRANTOR that said contract has been approved by the Department of Education and the Office of the Attorney General.

APPENDIX E, cont.

**ATTACHMENT TO CONTRACT**  
**DESCRIPTION OF USE OF BOND FUND AWARD**

Site Location:

EARLY CHILDHOOD PROGRAM XYZ, 200 Sneed Lane, Whoville

Owner of Site:

EARLY CHILDHOOD PROGRAM XYZ

Services Provided at the Site:

EARLY CHILDHOOD PROGRAM FOR STUDENTS AGES 3 - 5

Use of Bond Fund Award:

PLAYGROUND REDESIGN TO PROPERLY ALIGN EQUIPMENT AND ACTIVITIES WITH STUDENT NEEDS. WORK TO INCLUDE GRADING OF SITE AND PREPARATION FOR SAFETY SURFACING, APPLICATION OF SAFETY SURFACING, REPLACEMENT AND INSTALLATION OF NEW PLAY EQUIPMENT, APPROVALS AND INSPECTIONS ASSOCIATED THEREWITH.

**APPENDIX E, cont.**

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the dates written below.

**GRANTEE: EARLY CHILDHOOD PROGRAM XYZ**

By \_\_\_\_\_ L.S. \_\_\_\_\_  
Its (title) , duly authorized Date

DEPARTMENT OF EDUCATION

By \_\_\_\_\_ L.S. \_\_\_\_\_  
Commissioner, duly authorized Date

OFFICE OF THE ATTORNEY GENERAL

By \_\_\_\_\_  
Attorney General (approved as to form) Date