

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

**Stefan Pryor  
Commissioner of Education**

***Request for Proposals (RFP)***

**In-Classroom School Breakfast Pilot Program**

**2013-14**

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

**RFP #997**

**January 2014**

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

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# **In-Classroom School Breakfast Pilot Program**

## **Grant Application Packet**

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## GENERAL INFORMATION

### **Purpose**

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

### **Grant Period**

School Year 2013-14: January 1, 2014-June 30, 2014. All funds must be obligated by June 30, 2014. There are no exceptions to this requirement.

### **Eligible Applicants**

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

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

### **Grant Contact**

Jackie Schipke, Education Consultant; phone 860-807-2123 or e-mail [jackie.schipke@ct.gov](mailto:jackie.schipke@ct.gov).

### **Funding**

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

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

## **Overall Use of Funds**

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

## **General Proposal Requirements**

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

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

## **Application Deadline**

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

***Proposals (original and three copies), IRRESPECTIVE OF POSTMARK DATE AND MEANS OF TRANSMITTAL, must be received by 4:30 p.m. on Monday, January 27, 2014. Extensions will not be given. Late submissions will not be scored.***

## **Project Reporting**

Each grant recipient must submit a summative evaluation report that shall include staff and student responses to the funded project. This report must be in a format specified by the CSDE. Additional information will follow. The grant recipient must e-mail the final project report to [jackie.schipke@ct.gov](mailto:jackie.schipke@ct.gov) on or before Thursday, July 31, 2014.

## APPLICATION PREPARATION INSTRUCTIONS

Submit the following:

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

The grant proposal must be typed, double-spaced and on one side only of standard size sheets of paper (8½x11 inches). The proposal should be no longer than two pages, excluding required attachments.

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

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

Applications may be mailed or hand delivered to:

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

## **APPLICATION REQUIREMENTS**

### **Obligations of Grantees**

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

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

### **Assurances**

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

Each application must clearly indicate that a viable program of services will be operating at each project site for at least a 16-week period between December and June of this school year (2013-14).

### **Freedom of Information Act**

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

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

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

**FOR STATE USE ONLY**

**PROJECT NUMBER:** \_\_\_\_\_

**PERCENTAGE F&R:** \_\_\_\_\_

**Appendix A**  
RFP #997  
C.G.S. 10-215g  
January 2014

**COVER PAGE**

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

**APPLICANT AGENCY:**

*Name:*

*Address:*

*Phone:*

*Name of School(s) where program will operate:*

**AGENCY GRANT CONTACT PERSON:**

*Name:*

*Title:*

*Address:*

*Phone:*

*E-mail:*

---

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

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Name (Typed): \_\_\_\_\_ Date: \_\_\_\_\_

Agency: \_\_\_\_\_

## Appendix B

### In-Classroom School Breakfast Pilot Grant Proposal

Applicant Agency: \_\_\_\_\_

School: \_\_\_\_\_ Grade Levels: \_\_\_\_\_

Funds Requested: \_\_\_\_\_ Number of Students to Benefit: \_\_\_\_\_

Potential Increase in Breakfast Participation: \_\_\_\_\_

Planned Start Date for Establishment or Expansion of In-Classroom Program:  
\_\_\_\_\_

Does this school currently participate in the School Breakfast Program? \_\_\_\_\_  
If yes, describe the current method of meal service: \_\_\_\_\_

#### Description of Proposed Program

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

**Appendix C**

**BUDGET FORM**

ED 114 FISCAL Year 2014

GRANT <input checked="" type="checkbox"/> CONTRACT <input type="checkbox"/>		
GRANTEE NAME: CODE:		TOWN
GRANT TITLE: <i>In-Classroom School Breakfast Pilot Program</i>		
PROJECT TITLE:		
CORE-CT CLASSIFICATION: FUND: 11000 SPID: 17046 PROGRAM: 82079		
BUDGET REFERENCE: 2014 CHARTFIELD1: 170003		
GRANT PERIOD: 1/1/14-6/30/14		AUTHORIZED
AMOUNT:		
<b>CODES</b>	<b>DESCRIPTIONS</b>	<b>BUDGET</b>
112A	EDUCATION AIDES	
112B	CLERICAL	
119	OTHER	
200	PERSONAL SERVICES EMPLOYEE BENEFITS	
590	OTHER PURCHASED SERVICES	
611	INSTRUCTIONAL SUPPLIES	
690	OTHER SUPPLIES	
700	PROPERTY/EQUIPMENT ONLY	
	TOTAL	

\_\_\_\_\_ Original request date  
 \_\_\_\_\_ Revised request date

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

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

## Budget Object Codes

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

- 112A **Education Aides.** Salaries for grantee employees who assist staff in providing program services. Include all gross salaries for these individuals while they are on the grantee payroll including overtime salaries or salaries of temporary employees.
- 112B **Clerical.** Salaries for grantee employees performing clerical/secretarial services. Include all gross salaries for these individuals while they are on the grantee payroll including overtime salaries or salaries of temporary employees.
- 119 **Other.** Salaries for any other grantee employee not fitting into objects 112A or 112B. Include the gross salaries for these individuals including overtime salaries or temporary employees. Included can be janitorial personnel costs, grant activity coordinators' salaries, and food service personnel.
- 200 **Personal Services - Employee Benefits.** Amounts paid by the grantee on behalf of the employees whose salaries are reported in objects 112A, 112B or 119. These amounts are not included in the gross salary, but are in addition to that amount. Such payments are fringe benefit payments and, while not paid directly to employees, nevertheless are part of the cost of personal services. Included is the employer's cost of group insurance, social security contribution, retirement contribution, tuition reimbursement, unemployment compensation and worker's compensation.
- 590 **Other Purchased Services.** All other payments for services rendered by organization or personnel not on the grantee payroll. These include: insurance costs (other than employee benefits) - payments for all types of insurance coverage including property, liability and fidelity; and printing and binding - publication costs, and advertisement - any expenditures for announcements in professional publications, newspapers or broadcasts over radio or television including personnel recruitment, legal ads, and the purchase and sale of property.
- 611 **Instructional Supplies.** Expenditures for consumable items purchased for instructional use.
- 690 **Other Supplies.** Allowable expenditures for any other supply which is not instructional or administrative in nature. This category would include maintenance supplies, heating supplies, and transportation supplies.
- 700 **Property.** Expenditures for acquiring fixed assets, including land or existing buildings, improvements of grounds, initial equipment, additional equipment and replacement of equipment. For most grants only equipment such as computers, duplicating machines,

furniture, and fixtures is allowable and the line item description on the budget will read Property/Equipment only. Other items which could be included in this category if allowable under grant legislation are expenditures for the acquisition but not the rental of buildings and land. Although cost of materials which resulted in a new or vastly improved structure would also be included here, the expenditures for the contracted construction of buildings, for permanent structural alterations, and for the initial or additional installation of heating and ventilating systems, fire protection systems, and other service systems in existing buildings are recorded under object 400 - Purchased Property Services. 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 over \$1,000 and the useful life of more than one year.



Application #: \_\_\_\_\_

TOTAL SCORE: \_\_\_\_\_

**Appendix E**

Scorer \_\_\_\_\_

**In-Classroom School Breakfast Pilot Program**

***Rating Review Form***

Applicant: \_\_\_\_\_

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

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

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

**Strengths:**

**Weaknesses:**

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

## Appendix F

### STATEMENT OF ASSURANCES

CONNECTICUT STATE DEPARTMENT OF EDUCATION  
STANDARD STATEMENT OF ASSURANCES  
GRANT PROGRAMS

**PROJECT TITLE:** In-Classroom School Breakfast Pilot Program

September 1, 2013 - June 30, 2014

**THE APPLICANT:** \_\_\_\_\_

HEREBY ASSURES THAT:

\_\_\_\_\_  
(insert Agency/School/CBO Name)

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

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

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

- (b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, 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 understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.
- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

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

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

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

Superintendent or Authorized  
Chief Administrative Official  
Signature:

---

Name: *(typed)*

---

Title: *(typed)*

---

Date:

---