

**STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
Office of Finance
450 CAPITOL AVENUE
MS # 54FIN
HARTFORD, CT 06106**

NONPROFIT GRANT PROGRAM CONDITIONS

1. Grantee shall be deemed to know and understand all federal, state and local laws, ordinances and regulations which in any manner apply to projects for which they have received a Nonprofit Grant (NGP); such legal requirements shall include but not necessarily be limited to those which apply to the conduct of the project work, the equipment and materials to be used on the project, or the treatment of individuals or classes of individuals in relationship to their involvement with the project. A Grantee's ignorance of such requirements shall not, in any proceeding or in any claims or other legal proceeding, constitute justification for the Grantee's failure to consider such requirements or for the failure to ensure that such legal requirements are met with regard to any project in which the Grantee participates. Costs to pay permit fees related to federal, state and local laws, ordinances and regulations and property, sales taxes, registration or emission fees related to vehicles are not eligible NGP expenses.
2. The Grantee must submit to OPM for review and approval any change(s) in the approved project. Requests to make changes in the use of funds should be submitted to OPM by letter, detailing the proposed change(s) in the use of NGP funds. The Grantee will be notified if the requested changes are approved or denied. OPM shall assume no liability for the reimbursement of expenditures incurred by the Grantee until such changes have been accepted and approved by OPM in writing.
3. The Grantee, including all other recipients of assistance under the grant, whether by contract, subcontract, upon request, agrees to cooperate with the efforts of OPM or any party designated by OPM for tracking the use of funds. The Grantee must include language imposing this requirement in subcontracts with any sub-grantees or subcontractors. The Grantee further agrees that such cooperation includes but is not limited to: (1) maintaining contracts for work performed, (2) maintaining detailed invoices for work performed; and (3) permitting access by OPM or its designee to any and all NGP project information whether stored by manual or electronic means.
4. The following expenditures are not eligible for reimbursement in construction, acquisition or development projects: ceremonial or entertainment expenses; publicity; bonus payments; reserves; charges in excess of the lowest responsible bid where competitive bidding is required unless prior approval is obtained; deficits or overdrafts; interest charged; any judgment for damages arising from the project; fines and penalties; operating salaries or employee expenses.
5. Code Compliance. All improvement projects must comply with all State or local fire, building, health and safety codes.
6. Insurance. Grantees must require that all contractors bidding on and undertaking facility improvement, alteration or renovation projects obtain:
 - a) builder's risk insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to value of the completed project;
 - b) commercial general commercial liability insurance, including products and completed operations, property damage, bodily injury and personal and advertising injury with limit of no less than \$1,000,00 per occurrence; and
 - c) worker's compensation coverage as required by State Statute.

Grantees shall provide certificates of insurance to the State for such coverage prior to the start of the project and prior to any request for any payment from the State under this program. The State may, upon request and at its sole discretion, waive or modify one or more of the insurance requirements

above to the extent appropriate to the size and nature of the project and as otherwise allowed by law. Wherever possible, the State shall be named as an additional insured in such policies. Requirements for builder's risk insurance, general commercial liability and worker's compensation insurance coverage must be stated in the written specification used to solicit bids from contractors. If the selected contractor is a sole employee and, therefore, does not carry worker's compensation, the Grantee must document this in the project records.

7. Performance Bond. For all improvement projects where the selected contractor's bid is greater than or equal to \$150,000, a performance bond naming the State as a co-obligee in an amount not less than 50% of the bid (covering the labor and material of the selected contractor for the improvement project) must be submitted and on file with the State administering agency prior to payment of invoices.
8. Property Ownership and Control. Grantees shall own any equipment or vehicles purchased with grant funds. Grantee shall maintain any technology licenses for any software purchased. Grantees must document ownership and usage, and maintain these documents so they are available to the State administering agency. The Grantee (owner) will be responsible for the proper insurance, licensing and permitting, and maintenance of all purchases. Grantees must maintain a property control record for each equipment item with the following information: (1) date of purchase; (2) name and address of vendor; (3) year, make, and model of equipment item; and (4) serial number.
9. Change of Ownership or Use. Grantees must notify the State administering agency immediately of any plans to change corporate ownership or use of any facility improved under this grant program or in the Grantee's IRS 501(c)3 nonprofit status, as such changes affects that status of the Grantee's bond fund contract with the State.
10. Competitive Procurements. All procurements must be competitive, with written bids, except for (1) a land purchase associated with new construction or addition project and (2) if a vendor has proprietary services or patent rights. Requests to waive the competitive procurement process shall be submitted to the State administering agency for review and approval with an explanation and supporting documentation for such waiver.
11. Repayment for Facility Improvement, Alteration and Renovation Projects. If the Grantee discontinues use of the facility improved through this project, the Grantee acknowledges and expressly agrees to make repayment to the State of the amount received for the project, which repayment requirement shall be reduced by 10 percent for each full year the facility is in operation and use by the Grantee beginning with the final payment under the award. If required by State law, a lien related to the 10 year repayment requirement shall be filed in the land records of the town in which the facility is located in the manner required by the State. The Grantee would be required to pay the cost of any such filing.
12. Repayment for Equipment, Technology and Vehicle Purchases. Each Grantee must commit to the continued use of any equipment, technology or vehicle purchased with grant funds for not less than five years. The Grantee shall return to the State a declining amount (20% each year) during the five-year period for any discontinued use. Discontinued use shall include situations in which the equipment, technology or vehicle is rendered unusable by damage caused by an accident or other cause and is not replaced by the Grantee.
13. Supplanting of Funds. Funds received for any project under the grant program must be used to supplement and not supplant, any federal, state, private or other funds received for the project
14. Architectural fees are limited to no more than 10% of project costs; Grantee may submit justification, based on project complexity, to exceed this percentage.
15. **Any costs incurred prior to grant award contract execution are not eligible for reimbursement.**