OPM-A-16, April 2003

STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
Policy Development and Planning Division
450 Capitol Avenue
MS# 52ENR
Hartford, CT 06106-1379

NOTICE OF GRANT AWARD

The Office of Policy and Management, Policy Development and Planning Division, hereby makes the following grant award in accordance with the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, and in accordance with the grant solicitation and the attached grant application, if applicable.

Grantee **Capitol Clean Cities of Connecticut Inc.**
Address **PO Box 1253**
City/State/Zip **South Windsor, CT 06074**

Town Code
State Agency Code
Federal Employer ID No. 04-3398439

OPM Grant No. 09OPM1145AN
Project Title **ARRA-Clean Cities Coalition Support**
Date Of Award 7/31/09
Period Of Award **From:** 8/1/09 **To:** 4/30/12

Amount Of Award **Federal:** $50000.00 **State:** $
State Match: $ **Grantee Match:** $
Interest: $ Other: **Specify** $
Total Budget $ 50000.00

CATALOG OF FEDERAL DOMESTIC ASSISTANCE

Federal Grant Number DE-EE0000372 **(CFDA) Number:** 81.041
Grantee Fiscal Year **From:** 1/1 **To:** 12/31

My signature below, for and on behalf of the above named grantee, indicates acceptance of the above referenced award and further certifies that:

1. I have the authority to execute this agreement on behalf of the grantee; and
2. The grantee will comply with all attached Grant Conditions.

BY: _____
Signature of Authorized Official

Craig Peters Coordinator
Typed Name and Title of Authorized Official

8/12/09
Date

FOR THE OFFICE OF POLICY AND MANAGEMENT
BY: _____
Signature of Authorized Official

Robert L. Genuario, Secretary or Michael J. Cicchetti, Deputy Secretary
Typed Name and Title of Authorized Official

8/14/09
Date

For OPM Business Office Use Only

Dept	Program	Fund	SID	Project	Account	Chartfield 1	Bud. Ref.
OPM20810	13008	12060	29001	OPM000000001111	55050	124059	2009

OFFICE OF POLICY AND MANAGEMENT
Policy Development and Planning Division
450 CAPITOL AVENUE
MS #52 ENR
HARTFORD, CT 06106

GENERAL GRANT CONDITIONS

SECTION 1: Use of Grant Funds.

The Grantee agrees to expend the grant funds awarded pursuant to this agreement for allowable purposes only and to comply with all of the terms and conditions of the grant award and any related documents that set forth its obligations as Grantee. Grant funds shall not, without advance written approval by the Office of Policy and Management (OPM), be obligated prior to the starting date or subsequent to the end date of the grant period.

SECTION 2: Fiscal Control.

The Grantee shall maintain accounting records and establish policies and provide procedures to assure sound fiscal control, effective management, and efficient use of grant funds. The Grantee shall establish fiscal control and accounting procedures to assure proper disbursement of, and accounting for, grant funds. Accounting procedures must provide for the accurate and timely recording of receipt of funds by source, expenditures made from such funds, and unexpended balances. Controls must be adequate to insure that expenditures charged to grant activities are made for allowable purposes only.

SECTION 3: Retention of Records and Records Accessibility.

3.1 All services performed by Grantee shall be subject to the inspection and approval of OPM at all times, and Grantee shall furnish all information concerning the services.

OPM or its representatives shall have the right, at reasonable hours, to inspect or examine the part of the plant or place of business or any books, records, and other documents of Grantee or its subcontractors or subgrantees pertaining to work performed under this agreement and shall allow such representatives free access to any and all such plants, places of business, books and records. OPM or its representatives will give the Grantee or its subcontractors or subgrantees at least twenty-four (24) hours notice of such intended examination. At OPM's request, the Grantee or subcontractors or subgrantees shall provide OPM with hard copies or an electronic format of any data or information in the possession or control of the Grantee, subcontractor or subgrantee which pertains to OPM's business under this agreement.

3.2 The Grantee shall retain and maintain accurate records and documents relating to performance of services under this agreement for a minimum of three (3) years starting from the date of submission of the final expenditure report with the following qualifications and shall make them available for inspection and audit by OPM or its representative:

a. If any litigation, claim or audit is started before the expiration date of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved; and

b. Records for the purchase of equipment (i.e., non-expendable, tangible personal property) acquired with grant funds shall be retained for three years after the final disposition of said property.

3.3 Any subcontractor or subgrantee under this agreement shall retain and maintain accurate records and documents relating to performance of services under this agreement for a minimum of three (3) years from the expiration of the subcontract or subgrant and shall make them available for inspection and audit by OPM or its representative.

3.4 The Grantee must incorporate this paragraph verbatim into any agreement it enters into with any subcontractor or subgrantee providing services under this agreement.

SECTION 4: Insurance.

The Grantee agrees that while performing any service specified in this grant, the Grantee shall maintain sufficient insurance (liability and/or other), according to the nature of the service to be performed, so as to "save harmless" OPM and the State of Connecticut from any insurable cause whatsoever. If requested, certificates of insurance shall be filed with OPM prior to the award of funding.

SECTION 5: Conflict of Interest.

No person who is an officer, employee, consultant or review board member of the Grantee shall participate in the selection, award or administration of a contract, subcontract, or subgrant or in the selection and supervision of an employee if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the officer, employee, consultant, review board member or any member of his/her immediate family, his/her partner, or an organization which employs, or is about to employ any of the above, has a financial interest in the entity or firm selected for the contract, subcontract, or subgrant or when the individual employee is related to any of the foregoing persons.

SECTION 6: Reports.

The Grantee shall submit such reports as OPM shall reasonably request and shall comply with all provisions regarding the submission of such reports. Reports shall include, but not be limited to, revised project narratives, revised budgets and budget narratives, progress reports, financial reports, cash requests, grantee affirmative action packets, and subgrantee packets and budgets. Cash requests may be withheld by OPM until complete and timely reports are received and approved.

SECTION 7: Funding Limitation.

Funding of this project in no way obligates OPM to fund the project in excess of this grant, beyond the period of this grant, or in future years.

SECTION 8: Revised Budget.

If the grant amount and/or the distribution of funds between categories of funds, as identified on the Notice of Grant Award, is different from the amount and/or the distribution in the grant application budget, the Grantee agrees to submit to OPM a revised budget and budget narrative equal to and in the same distribution as the grant award not later than thirty (30) days after signing of the grant. Cash requests will be withheld until the revision is received and approved.

SECTION 9: Audits.

9.1 In accordance with the following conditions, the Grantee agrees to conduct and submit to OPM two completed audit packages with management letters and corrective action plans for audits of each of the fiscal years included in the period of this grant and any amendments thereto.

9.2 If the Grantee meets the requirements of the State Single Audit Act, Sections 4-230 through 4-236, as amended, of the Connecticut General Statutes, the Grantee is required to submit a State Single Audit Report to OPM. Connecticut General Statutes § 4-231 requires those non-state entities which expended a total amount of State Financial Assistance equal to or in excess of $100,000 in any fiscal year to have either a single audit or a program-specific audit conducted for such fiscal year. A program-specific audit may be conducted if the Grantee received State Financial Assistance from OPM for this grant and it is the only State Financial Assistance that the Grantee has received during this fiscal period. The State Single Audit Report should be filed with OPM no later than six months after the end of the audit period.

9.3 If the Grantee receives any federal funds in this grant, as identified on the Notice of Grant Award, and meets the requirements of OMB Circular A-133, Audits of State and Local Governments and Non Profit Organizations, the Grantee is required to submit an audit conducted in accordance with Generally Accepted Accounting Principles (GAAP) and/or Generally Accepted Governmental Auditing Standards (GAGAS) issued by the Comptroller General of the United States, as well as OMB Circular A-133. This circular requires those state and local governments and non-profit organizations which expended a total amount of federal financial assistance equal to or in excess of $300,000 in any fiscal year to have a federal single audit or a program-specific audit conducted for such fiscal year. A program-specific audit may be conducted if the Grantee receives Financial Assistance under only one federal program. For audit purposes, State or grantee match funds, as identified on the Notice of Grant Award, are subject to the same requirements as the federal monies. OMB Circular A-133 requires that the audit report be submitted by the earlier of 30 days after the date of receipt of the auditor's report(s), or 9 months after the end of the audit period.

SECTION 10: Unexpended Funds and/or Disallowed Costs.

If project costs are less than the grant, and/or any project costs have been disallowed, the Grantee agrees to return the unexpended/disallowed funds to OPM no later than sixty (60) days following closeout of the grant.

SECTION 11: Nondiscrimination and Affirmative Action.

11.1 The Grantee agrees and warrants that in the performance of the Grant Award such Grantee will not discriminate nor permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Grantee that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or the State of Connecticut.

11.2 The Grantee agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Grantee that such disability prevents performance of the work involved.

11.3 The Grantee agrees, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the State Commission on Human Rights and Opportunities.

11.4 The Grantee agrees and warrants that in the performance of the grant such Grantee will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation.

11.5 The Grantee agrees to provide each labor union or representative of workers with which such Grantee has a collective bargaining agreement or other contract or understanding and each vendor with which such Grantee has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Grantee's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment.

11.6 The Grantee agrees to comply with each provision of this section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by the Commission on Human Rights and Opportunities pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f.

11.7 The Grantee agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Grantee which relate to the provisions of this section and Connecticut General Statutes § 46a-56.

11.8 If the grant is a public works contract, the Grantee agrees and warrants that the Grantee will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

11.9 Determination of the Grantee's good faith efforts shall include but shall not be limited to the following factors: The Grantee's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission on Human Rights and Opportunities may prescribe that are designed to ensure the participation of minority business enterprises in public works projects. The Grantee shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts. For the purposes of this paragraph, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons who are active in the daily affairs of the enterprise, who have the power to direct the management and policies of the enterprise and who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations; "good faith efforts" includes, but is not limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements; and "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

11.10 The Grantee shall include the provisions of subsections 11.1 to 11.8, inclusive, in every subcontract or purchase order entered into in order to fulfill any obligation of a grant with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission on Human Rights and Opportunities. The Grantee shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Grantee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Grantee may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

11.11 For the purposes of this entire Non-Discrimination section, "Grant Award" includes any extension or modification of the Grant Award, "Grantee" includes any successors or assigns of the Grantee, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "Grant" does not include a grant where each grantee is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

SECTION 12: Non-Discrimination and Executive Orders.

12.1 This agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill regarding nondiscrimination promulgated June 16, 1971, and such Executive Order is incorporated herein by reference and made a part thereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination until the agreement is completed or terminated prior to completion. This agreement may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this agreement.

12.2 This agreement is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, requiring contractors and subcontractors to list employment openings with the Connecticut State Employment Service and such Executive Order is incorporated herein by reference and made a part thereof. The parties agree to abide by said Executive Order and agree that the granting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to performance in regard to listing all employment openings with the Connecticut State Employment Service. This agreement may be canceled, terminated or suspended by the granting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner is not a party to this agreement.

12.3 This agreement is subject to the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, regarding Violence in the Workforce Prevention and, such Executive Order is incorporated herein by reference and made a part thereof. This agreement may be canceled, terminated or suspended by the State for violation of or noncompliance with said Executive Order No. Sixteen.

SECTION 13: Americans with Disabilities Act.

This section applies to those grantees, which are or will become responsible for compliance with the terms of the Americans with Disabilities Act of 1990 during the grant award period. The Grantee represents that it is familiar with the terms of this Act and that it is in compliance with the law. Failure of the Grantee to satisfy this standard either now or during the period of the grant, as it may be amended, will render the grant voidable at the option of OPM upon notice to the Grantee. The Grantee warrants that it will hold OPM and the State harmless from any liability, which may be imposed upon OPM and the State as a result of any failure of the Grantee to be in compliance with this Act.

SECTION 14: Independent Contractor.

The Grantee shall act as an independent contractor in performing this agreement, maintaining complete control over its employees and all of its subcontractors. Before hiring outside consultants or entering into contractual agreements with persons, partnerships or companies, the Grantee will notify OPM of the contractor's identity.

SECTION 15: Federal Compliance and Assurances.

If the Grantee receives any federal funds in this grant, as identified on the Notice of Grant Award, the Grantee and all its subgrantees will comply with the nondiscrimination requirement of Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973 as amended; and the Age Discrimination Act of 1975, to the effect that no person shall, on the grounds of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under, or denied employment in connection with any program or activity funded in whole or in part with funds made available in this grant.

SECTION 16: Non-Supplanting.

16.1 If the Grantee receives any federal funds in this grant as identified on the Notice of Grant Award, the Grantee agrees that these grant funds will be used to supplement and increase, but not supplant, the level of state, local, private and federal funds that would, otherwise, be made available for this project and to serve this target population and will in no event replace such state, local, private and federal funds.

16.2 The Grantee shall not use state funds conveyed by the grant to supplant any local funds, if a municipality, or other state funds, if a state agency, which were budgeted for purposes analogous to that of the state grant funds. OPM may waive this provision upon request and for good cause shown, when it is satisfied that the reduction in local funds or other state funds, as the case may be, is due to circumstances not related to the grant.

SECTION 17: Additional Federal Conditions.

If the Grantee receives any federal funds in this grant as identified on the Notice of Grant Award, the Grantee agrees to comply with the attached Additional Federal Conditions which have been issued by the federal grantor agency to OPM and which are, hereby, made a part of this grant award.

SECTION 18: Indemnification.

The Grantee, hereby, agrees to indemnify, defend and save harmless the State of Connecticut, including, but not limited to, OPM, their respective officers, employees and agents for any breach of this agreement.

SECTION 19: Large State Contracts.

Pursuant to Connecticut General Statutes §§ 4-250 and 4-252, Contractor must present at the execution of each large state contract (having a total cost to the State of more than $500,000 in a calendar or fiscal year) an executed gift affidavit, which Contractor shall update on an annual basis in accordance with paragraph 8 of Governor M. Jodi Rell's Executive Order No. 1. In addition, pursuant to paragraph 8 of Governor M. Jodi Rell's Executive Order No. 1, anyone who executes and files said gift affidavit shall also execute and file a campaign contribution affidavit disclosing all contributions made to campaigns of candidates for statewide public office or the General Assembly.

SECTION 20: State Contracting Standards Board.

Pursuant to paragraph 6(a) of Governor M. Jodi Rell's Executive Order No. 7C, Grantee acknowledges and accepts that, for cause, the State Contracting Standards Board may review and recommend, for OPM's consideration and final OPM determination, termination of this grant contract. "For Cause" means: (1) a violation of the State ethics laws (Chapter 10 of the Connecticut General Statutes) or Connecticut General Statutes § 4a-100 or (2) wanton or reckless disregard of any State contracting and procurement process by any person substantially involved in such contract or state contracting agency.

SECTION 21: Campaign Contribution and Solicitation Prohibitions.

For all State contracts as defined in Section 9-612 of the Connecticut General Statutes having a value in a calendar year of $50,000 or more or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to this agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Attachment A.

SECTION 22: Non-Discrimination Certification.

Pursuant to Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), every Grantee is required to provide the State with a non-discrimination certificate for all State contracts regardless of type, term, cost or value. The appropriate form must be submitted to the awarding State agency prior to contract execution. Copies of "nondiscrimination certification" forms that will satisfy the statutory requirements may be found on OPM's website. The applicable certification form must be signed by an authorized signatory of the Grantee.

SECTION 23: Additional Restrictions on Use of Federal Funds.

Pursuant to 18 U.S.C. § 1913 and 31 U.S.C. § 1352, Grantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government without the express prior written approval of federal government.

SECTION 24: Special Grant Conditions.

The Grantee agrees to comply with the attached Special Grant Conditions, which have been issued in connection with this specific grant award, and which are hereby made a part of this award.

ATTACHMENT A

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

Campaign Contribution and Solicitation Ban

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract* or *state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or *solicit* contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties--$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of $2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or $5000 in fines, or both.

Contract Consequences

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban."

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract,* (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a

competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT

Policy Development and Planning Division
450 CAPITOL AVENUE
MS # 52ENR
HARTFORD, CT 06106

SPECIAL GRANT CONDITIONS

Check applicable box, if required.

☐ 1. The Grantee agrees to complete and submit to OPM a revised project narrative not later than thirty (30) days after signing this grant award. The Grantee must contact OPM program staff at _____ regarding the required revisions.

☒ 2. Specific funding limitations have been applied to this grant. Please contact OPM program staff at 860-418-6384 for further detail on these funding restrictions.

☐ 3. The Grantee is required to participate in training session(s) on _____. The Grantee must contact _____ to schedule training and determine if there are other technical assistance opportunities.

☐ 4. The Grantee must submit to OPM for review and approval a revised budget itemization for any proposed change (1) which will alter a budget category by more that 10% of the budget category or by more that $500, whichever is greater, or (2) which places resources in a budget category not previously funded. Significant changes in the use of funds within a budget category, while not requiring a formal budget revision, should be reported to OPM by letter.

☒ 5. The Grantee, including all other recipients of assistance under the grant, whether by contract, subcontract, or subgrant, upon request, agrees to cooperate with research and evaluation efforts of OPM or any party designated by OPM for such purpose. The Grantee further agrees that such cooperation includes but is not limited to: (1) collecting and maintaining project data, including client data, (2) supplying project data to OPM or its designee; and (3) permitting access by OPM or its designee to any and all project information whether stored by manual or electronic means.

☐ 6. Grantee's attendance at all training events, seminars and conferences must be approved by OPM prior to submitting registration for the event. Requests to attend training events must include names of staff, purpose of training, justification/need for training, location, dates and costs. Staff attending training events may be required to present a summary of the training to OPM and/or other Grantees.

☒ 7. It will be the sole responsibility of the Grantee, and its staff, to insure that any report, article, computer program, data base or other product or publication, whether oral or in writing, resulting from the performance of duties pursuant to this grant application and grant award, protects the privacy of confidential information and complies with confidentiality and privacy rights and obligations created by any federal and state law, court rules, or rules of professional conduct applicable to the work performed by the Grantee.

☐ 8. The Grantee certifies that the application on which this grant is based was presented to the superintendent of schools for its school district and his or her comments thereon were given consideration prior to the submission of the application to OPM.

☐ 9. The Grantee shall comply with the following statutes, regulations, guidelines and requirements, to the extent applicable and mandated by the controlling underlying federal grant program:

- ☐ Section 3789d(c), Omnibus Crime Control and Safe Streets Act of 1968, as amended.
- ☐ 28 C.F.R. Part 42, Subparts C, D, E.
- ☐ 28 C.F.R. Part 23 (Criminal Intelligence Systems).
- ☐ 28 C.F.R. Part 38 (Equal Treatment of Faith Based Organizations).
- ☐ U.S. Department of Justice, Office of Justice Program (OJP) Financial Guide.
- ☐ To avoid duplicating existing networks or IT systems in any initiatives funded by Bureau of Justice (BJA) for law enforcement information sharing systems, which involve interstate connectivity between jurisdiction, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the Grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

☒ 10. The Grantee agrees to and shall comply with all other applicable attachments provided by the federal government, as may be amended.

☒ 11. The Grantee shall comply with the following statutes, regulations, guidelines and requirements, to the extent applicable and mandated by the controlling underlying federal grant program:

- ☒ 10 C.F.R. Part 600 (Financial Assistance Rules).
- ☒ 10 C.F.R. Part 420 (State Energy Financial Assistance Rules).
- ☒ Department of Energy (DOE) National Policy Assurances.

☒ 12. The Grantee agrees to and shall comply with the attached Work Program, as may be amended.

☒ 13. The Grantee shall comply with all requirements of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, as amended, that are attached hereto.

OFFICE OF POLICY AND MANAGEMENT
SPECIAL GRANT CONDITIONS #13.
AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009, PUB. L. 111-5, AS AMENDED.

Preamble

The American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (Recovery Act) was enacted to preserve and create jobs and promote economic recovery, assist those most impacted by the recession, provide investments needed to increase economic efficiency by spurring technological advances in science and health, invest in transportation, environmental protection, criminal justice system and other infrastructure that will provide long term economic benefits, and stabilize State and local government budgets in order to minimize and avoid reductions in essential services and counterproductive State and local tax increases. Grantee shall use grant Recovery Act funds in a manner that maximizes job creation and economic benefit.

Grantee shall comply with all terms and conditions in the Recovery Act relating generally to governance, accountability, transparency, data collection and resources as specified in Recovery Act itself and as discussed below.

Be advised that Recovery Act funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the Recovery Act and related guidance. For projects funded, in part, by sources other than the Recovery Act, Grantee should plan to keep separate records for Recovery Act funds and to ensure those records comply with the requirements of the Recovery Act.

The U.S. federal government has not fully developed the implementing instructions of the Recovery Act, particularly concerning the how and where for the new reporting requirements. Grantee shall be provided these details as they become available. Grantee must comply with all requirements of the Recovery Act. If Grantee believes there is any inconsistency between Recovery Act requirements and current requirements, the issues will be referred to Grantor for reconciliation.

Definitions

Covered Funds mean funds expended or obligated from appropriations under the Recovery Act. Covered Funds will be tracked and reported separately and will be identified as Recovery Act funds in the Grant Award. Covered Funds must be reimbursed by the notice of grant award end date.

Grantor herein means OPM.

Special Provisions

A. Segregation of Costs.

Grantee must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to

segregate, track and maintain these Covered Funds apart and separate from other revenue streams. No part of the Covered Funds shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects.

B. Prohibition on Use of Covered Funds - § 1604 of Pub. L. 111-5.
None of the Covered Funds provided under this Grant may be used by any state or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

C. Wage Rates - § 1606 of Pub. L. 111-5.
All laborers and mechanics employed by Grantee or Grantee's contractors and subcontractors on projects funded directly by or assisted in whole or in part by Covered Funds shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan numbered 14 of 1950 (64 Stat. 1267, 5 U.S.C. App.) and section 3145 of title 40 United States Code.

Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. §.3145, the Department of Labor has issued regulations at 29 C.F.R. parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations 29 C.F.R. 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. Federal agencies providing grants, cooperative agreements, and loans under the Recovery Act shall ensure that the standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are incorporated in any resultant covered contracts that are in excess of $2,000 for construction, alteration or repair (including painting and decorating).

For additional guidance on the wage rate requirements of section 1606 of the Recovery Act contact Grantor. Grantor will direct initial inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

Grantee shall be required to maintain appropriate records to document compliance, and agrees that said records are subject to audit and may be included as part of reporting requirements.

D. Reporting Requirements for Grantees - § 1512 of Pub. L. 111-5.
Not later than 10 days after the end of each calendar quarter, Grantee shall submit a report to Grantor or to an address or website designated by Grantor. Specific reporting requirements applicable to Grantee are located and included within the Grant Award.

This information shall be reported to and published on the Internet at https://www.appsvcs.opm.ct.gov/opmgrantsportal.

Grantee must have a DUNS number and be registered in the Central Contractor Registration (CCR) prior to submitting its application.

Grantee acknowledges that it explicitly agrees and certifies herein that it shall comply with all reporting requirements prescribed by Grantor. Further to this certification, a failure to comply with the reporting requirements may, in addition to other administrative, civil or criminal penalties not listed herein, subject Grantee to the following:

(1) After failure to report mandated data, as specified by the applicable federal grant award agency, Grantee may be (a) precluded from drawing down Covered Funds under ANY Grantor award, and/or (b) deemed ineligible for future grants or any other State awards, until such time as Grantee becomes current in its reporting obligations; and upon demand by Grantor, Grantee shall return to Grantor any unexpended award Covered Funds within 15 calendar days of the date of the demand notice.

(2) Failure to comply with reporting requirements may result in termination of this Grant Award.

E. Access to Records - §§ 902 and 1515 of Pub. L. 111-5.
With respect to each grant or contract awarded utilizing at least some of the Covered Funds, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.) or of the Comptroller General is authorized to:

(1) examine any records of Grantee, contractor or any of its subcontractors or subgrantees, administering such contract that pertain to, and involve transactions related to, the Grant, contract, subcontract, or subgrant; and

(2) interview any officer or employee of Grantee, contractor, subgrantee or subcontractor regarding such transactions.

F. Publication - § 1852 of Pub. L. 111-5.
Section 1852 of the Recovery Act will require the publication of information regarding this Grant on the internet.

In light of the requirements under the Recovery Act, Grantee's application may contain technical data and other data, including trade secrets and/or exempted, privileged or confidential information, which the applicant does not want disclosed to the public or used by the federal government for any purpose other than the application. Information about this Grant will be published on the Internet. To protect such data, the applicant should specifically identify each page including each line or paragraph thereof containing the data to be protected and mark the cover sheet of the application with the following Notice as well as referring to the Notice on each page to which the Notice applies:

Notice of Restriction on Disclosure and Use of Data. The data contained in pages ___ of this application have been submitted in confidence and contain trade secrets, proprietary information or information that is exempted because of its particular sensitive nature or the release of which would pose a safety risk, and such data shall be used or disclosed only for evaluation purposes, provided that if this applicant receives an award as a result of or in connection with the submission of this application, the originating federal grant agency shall have the right to use or disclose the data here to the extent provided in

the award. This restriction does not limit the federal government's right to use or disclose data obtained without restriction from any source, including the applicant.

G. Protecting State and Local Government and Contractor Whistleblowers - § 1553 of Pub. L. 111-5.
The requirements of Section 1553 of the Recovery Act are summarized below. They include, but are not limited to:

Prohibition on Reprisals: An employee of Grantee receiving Covered Funds, may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Federal Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grand jury, the head of a federal agency, or their representatives, information that the employee believes is evidence of:

(1) gross mismanagement of an agency contract or grant relating to Covered Funds;

(2) a gross waste of Covered Funds;

(3) a substantial and specific danger to public health or safety related to the implementation or use of Covered Funds;

(4) an abuse of authority related to the implementation or use of Covered Funds; or

(5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to Covered Funds.

Non-enforceability of Certain Provisions Waiving Rights and Remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: Any Grantee receiving Covered Funds, shall post notice of the rights and remedies as required therein. (Refer to Section 1553 of the Recovery Act located at www.recovery.gov, for specific requirements of this section and prescribed language for the notices.)

H. False Claims Act and Fraud, Waste, Abuse and Similar Misconduct.
Grantee shall promptly refer to the Department of Energy (DOE), for all grants that are emanating from the DOE, or the Department of Justice (DOJ), for all grants that are emanating from the DOJ, or the Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor or

other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict or interest, bribery, gratuity or similar misconduct involving those Covered Funds.

The OIG address is:
Office of the Inspector General
U.S, Department of Justice
Investigation Division
950 Pennsylvania, N.W.
Room 4706
Washington, DC 20530

e-mail: oig.hotline@usdoj.gov
hotline: (Contact information in English and Spanish): 800-869-4499
or hotline fax: 202-616-9881
Additional information is available from the DOJ OIG website at www.usdoj.gov/oig

The DOE address is:
U.S. Department of Energy
1000 Independence Avenue, S.W.
Washington, D.C. 20585

I. Information in Support of Recovery Act Reporting.
Grantee may be required to submit backup documentation for expenditures of Covered Funds including such items as· timecards and invoices. Grantee shall provide copies of backup documentation at the request of Grantor or its designee.

J. Availability of Covered Funds.
Covered Funds obligated to this award are available for reimbursement of costs until the notice of grant award end date.

K. Buy American - § 1605 of Pub. L. 111-5.
(a) None of the Covered Funds provided under this Grant may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States. Grantee shall incorporate this requirement in all subgrants or subcontracts.

(b) Subsection (a) shall not apply in any case or category of cases in which the head of the federal department or federal agency finds that:

(1) applying subsection (a) would be inconsistent with the public interest;

(2) iron, steel, and the relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(3) inclusion of iron, steel and manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the head of a federal department or federal agency determines that it is necessary to waive the application of subsection (a) based on a finding under subsection (b), the head of the department or agency shall publish in the Federal Register a detailed written justification as to why the provision is being waived.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

(e) Implementation of this provision should follow in any forthcoming requirements in the Federal Acquisition Regulation or as otherwise identified by the Federal Contracting Officer.

(f) Grantee shall be required to maintain appropriate records to document compliance, and agrees that said records are subject to audit and may be included as part of reporting requirements.

(g) Required Use of American Iron, Steel, and Manufactured Goods (Covered Under International Agreements) — Section 1605 of the Recovery Act

(1) Definitions. As used in this award term and condition —
Designated country —
(i) *A World Trade Organization Government Procurement Agreement* country: Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden Switzerland, and United Kingdom;

(ii) *A Free Trade Agreement* (FTA) country: Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Israel, Mexico, Morocco, Nicaragua, Oman, Peru, or Singapore; or

(iii) *A United States-European Communities Exchange of Letters (May 15, 1995)* country: Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovak Republic, Slovenia, Spain, Sweden, and United Kingdom.

Designated country iron, steel, and/or manufactured goods —
(i) Is wholly the growth, product, or manufacture of a designated country; or

(ii) In the case of a manufactured good that consist in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different manufactured good distinct from the materials from which it was transformed.

Domestic iron, steel, and/or manufactured good —
(i) Is wholly the growth, product, or manufacture of the United States; or

(ii) In the case of a manufactured good that consists in whole or in part of materials from another country, has been substantially transformed in the United States into a new and different manufactured good distinct from the materials from which it was transformed. There is no requirement with regard to the origin of components or subcomponents in manufactured goods or products, as long as the manufacture of the goods occurs in the United States.

Foreign iron, steel, and/or manufactured good means iron, steel and/or manufactured good that is not domestic or designated country iron, steel, and/or manufactured good.

Manufactured good means a good brought to the construction site for incorporation into the building or work that has been —
(i) Processed into a specific form and shape; or

(ii) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

Public building and *public work* means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(2) Iron, steel, and manufactured goods.

(i) The award term and condition described in this subsection implements —

(a) Section 1605(a) of the Recovery Act, by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States; and

(b) Section 1605(d) of the Recovery Act, which requires application of the Buy American requirement in a manner consistent with U.S. obligations under international agreements. The restrictions of section 1605 of the Recovery Act do not apply to designated country iron, steel, and/or where the iron, steel or manufactured goods

used in the project are from a party to an international agreement that obligates the recipient to treat the goods and services of that party the same as domestic goods and services. This obligation shall only apply to projects with an estimated value of $7,443,000 or more.

(ii) The grantee shall use only domestic or designated country iron, steel, and manufactured goods in performing the work funded in whole or part with this award, except as provided in paragraphs (2)(iii) and (2)(iv) of this subsection.

(iii) The requirement in paragraph (2)(ii) of this subsection does not apply to the iron, steel, and manufactured goods listed by the Federal Government as follows: None

(iv) The award official may add other iron, steel, and manufactured goods to the list in paragraph (2)(iii) of this subsection if the Federal Government determines that —

(a) The cost of domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, and/or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the overall cost of the project by more than 25 percent;

(b) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality; or

(c) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

(3) *Request for determination in an applicability of section 1605 of the Recovery Act or the Buy American Act.*

(i)(a) Any grantee request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (2)(iv) of this subsection shall include adequate information for Federal Government evaluation of the request, including —

(1) A description of the foreign and domestic iron, steel, and/or manufactured goods;

(2) Unit of measure;

(3) Quantity;

(4) Cost;

(5) Time of delivery or availability;

(6) Location of the project;

(7) Name and address of the proposed supplier; and

(8) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (2)(iv) of this subsection.

(b) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (4) of this subsection.

(c) The cost of iron, steel, or manufactured goods shall include all delivery costs to the construction site and any applicable duty.

(d) Any grantee request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the grantee does not submit a satisfactory explanation, the award official need not make a determination.

(ii) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other appropriate actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds, as appropriate, by at least the differential established in 2 CFR 176.110(a).

(iii) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods other than designated country iron, steel, and/or manufactured goods is noncompliant with the applicable Act.

(4) Data. To permit evaluation of request under paragraph (2) of this subsection based on unreasonable cost, the applicant shall include the following information and any applicable supporting data based on the survey of suppliers:

Description	Unit of Measures	Quantity	Cost (dollars)
Item 1:			
Foreign steel, iron or manufactured good			
Domestic steel, iron, or manufactured good			
Item 2:			
Foreign steel, iron or manufactured good			
Domestic steel, iron or manufactured good			

L. Certifications - § 1511 of Pub. L. 111-5.
With respect to Covered Funds made available to local governments or agencies for infrastructure investments, the mayor, other chief executive, or agency head, as appropriate, certifies by acceptance of this award that the infrastructure investment has received the full review and vetting "required by law" and that the chief executive accepts responsibility that the infrastructure investment is an appropriate use of tax payer dollars. Grantee shall provide an additional certification that includes a description of the investment, the estimated total cost, and the amount of Covered Funds to be used for posting the investment on the Internet. A local government or agency may not receive infrastructure investment funding from Covered Funds unless this certification is made.

M. National Environmental Policy Act - § 1609 of Pub. L. 111-5.
Grantee understands if the federal government has determined that the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements apply in the use of these grant funds, Grantee specifically agrees to assist Grantor in complying with said requirements and understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or Environmental Impact statement as directed by the federal government.

N. Misuse of Award Covered Funds.
Grantee understands and agrees that misuse of award funds may result in a range of penalties, including, but not limited to, suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

O. Decontamination and/or Decommissioning Costs.
Notwithstanding any other provisions of this Grant, the federal government and Grantor shall not be responsible for or have any obligation to Grantee for (i) Decontamination and/or Decommissioning (D&D) of any of Grantee's facilities, or (ii) any costs which may be incurred by Grantee in connection with the D&D of any of its facilities due to the performance of the work under this Grant, whether said work was performed prior to or subsequent to the effective date of this Grant.

P. One Time Funding.
Grantee understands and agrees that awards under the Recovery Act will be one time awards and accordingly that its proposed project activities and deliverables are to be accomplished without additional federal funding.

Clean Cities Administrative Support

Overview of the Grant:
The Office of Policy and Management, Policy Development and Planning Division (hereinafter referred to as OPM), pursuant to the American Recovery and Reinvestment Act (hereinafter referred to as ARRA) State Energy Program Formula Grants (hereinafter referred to as SEP), makes a grant award of $50,000 to the Capitol Clean of Connecticut Inc. (grantee). This grant award shall be used to fund the existing activities in the territory served by the grantee as described in the Scope of Work below.

Scope of Work:

Description
Pursuant to the ARRA SEP and in adherence to requirements as indicated in the U.S. Department of Energy, National Energy Technology Laboratory funding opportunity announcement DE-FOA-0000052, and Connecticut's approved ARRA SEP application, the grantee will continue to advance the mission of reducing petroleum use in the transportation sector by education and promotion of alternative fuels and vehicles, idle reduction technologies, fuel economy measures, and hybrid vehicles, and low level blends of non-petroleum products in petroleum to reduce fossil fuel use.

This grant covers administrative costs associated with the ongoing operation of the grantee. As such, the grant shall support the following types of activities:

- Provide technical and non-technical information to fleets, government agencies, and individuals on alternatively fueled vehicles, fuel blends, hybrid electric vehicles, idle reduction, fuel economy, and emerging technologies.
- Conduct outreach activities relating to the information areas in the first bullet. This would include advertising, media events, literature distribution, legislation, meetings, websites, newsletters, and/or stakeholder/educational/networking events (such as Advance the Choice).
- Provide information and assistance on grants, incentives and opportunities for funding; and assist with creating partnerships with individuals and coalition members to facilitate progress in advancing petroleum reduction, replacement, or elimination.
- Provide information and points of contact for laws, regulations, and certifications required for alternatively fueled vehicles and alternative fuels.
- The establishment of partnerships for individuals, governments, organizations, and fleet operators to develop new ventures and initiatives related to expansion of the use of alternative fuels and alternatively fueled vehicles.
- Exchange of information with experts from industry, the National Laboratories, universities, and other entities involved in alternative fuels
- Exchange of information among Clean Cities Coalitions and stakeholders in Connecticut, Rhode Island New York etc.
- Attendance at required DOE and coordinator development meetings.

Payment Schedule

Payments shall be made to the grantee on a reimbursable basis upon submission of a cash request form along with invoices that provide reasonable documentation as to the description, price, quantity of goods received or services rendered.

This grant will not be extended beyond the current end date. As such, the grantee shall make every effort to expend grant funds by the end of the grant period.

Reporting Requirements

Reports are to be provided to OPM on a quarterly basis. These reports shall be provided to OPM within five calendar days of the end of the quarter, with quarter end-dates being March 31, June 30, Septeember 30, and December 31.

Financial status reports shall be provided on Exhibit A and program progress reports shall be provided on Exhibit B or on forms or in a format mutually agreed upon by the grantee and OPM. In addition to these reporting requirements, the following metrics shall be provided to OPM (subject to modification or addition by the U. S. Department of Energy) in a format prescribed by OPM that will be provided to the grantee prior to the end of the initial quarter:

All reporting must pertain specifically to activities funded with ARRA dollars under this grant.

In addition to these reporting requirements, the following metrics shall be provided to OPM:

Quarterly (according to the above schedule)

- Number of alternative fuel vehicles purchased and funding source(s)
- Number of conventional vehicles converted to alternative fuel use and funding source(s)
- Number of new alternative refueling stations emplaced and funding source(s)
- Jobs created or retained (number, type, duration)
- Hours worked on ARRA projects

Annual (within ten days of the end of the calendar year)

- Total actual Energy Savings (MWh; gallons [propane, fuel oil]; mmcf)
- Reductions of
    - Greenhouse gases (CO_2 equivalents, in Tons)
    - Criteria pollutants reduced (Tons)

Site Visits

OPM and the U. S. Department of Energy reserve the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. The grantee is expected to provide reasonable access to facilities, office space, resources and assistance for the safety and

convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in a manner so as not to unduly interfere with or delay the work.

INSTRUCTIONS FOR FINANCIAL REPORT
Federal Funds

General: The Financial Report must be submitted by all grantees to report project outlays or expenditures and unpaid obligations. Submit this form no later than five (5) days (July 5th, October 5th, January 5th, April 5th) after the end of the quarter to:

Mailing Address
Office of Policy and Management
Policy Development and Planning Division
Energy Unit
450 Capitol Avenue – MS# 52ENR
Hartford, CT 06106-1379

E-Mail Address
ann.kerr@ct.gov

All grants must be reported on a quarterly basis. This form is part of the overall reporting system that the Office of Policy and Management (OPM), Policy Development and Planning Division – Energy Unit must maintain in order to meet requirements for continuing funding. Failure to submit any report on a timely basis will result in corrective action. A Financial Report is to be filed for each grant. **This form must be filed even though the grantee may not have incurred any expenditure or is not requesting funds at this time.**

- Expenditure figures must be reported to the penny. **Please do not round to the nearest dollar.**
- Expenditure figures for the current quarter should match any and all backup documentation. Any final expenditure figure short of the amount awarded must be corrected and a revised final report submitted or money refunded.
- The Final Financial Report is to be signed by the Project Director or Financial Officer of record for the grant and submitted by U.S. mail.
- All other quarterly financial reports must be submitted by email.
- Information being reported should include the activity for the current quarter only. Variations from the following instructions must be fully explained.
- Any questions concerning either the financial form or these instructions should be directed to Ann Kerr at (860) 418-6305 or ann.kerr@ct.gov.

The numbers below correspond with the numbers on the Financial Report.

1. **Grantee:** Enter the name of the grantee.
2. **Grant #:** Enter the number of the Grant Award as it appears on the grant award notice.
3. **Report Type:** Indicate whether this is a quarterly, interim or a final report by clicking on the appropriate check box.
4. **For Period Ending:** Indicate the ending date of the period being reported by clicking on the appropriate check box. If an interim report is being filed, please indicate the period ending date.
5. **Year:** Enter the year for the quarter being reported.
6. **Total Project Budget:** This column should reflect the total budget under which the grantee is operating. If a revised budget was submitted and approved, use the revised budget figures.
7. **Quarterly Project Outlays:** Complete this column reporting the program outlays or expenditures for the current quarter only.
8. **Cumulative Project Outlays:** Complete this column using the total figures for the cumulative program outlays or expenditures from the beginning of the grant to the end of the current reporting period.
9. **Unpaid Obligations:** This column should include all obligations incurred by the grantee that have not been paid to date, including purchase orders, contracts awarded, payroll worked but not paid.
10. **Total of Outlays and Unpaid Obligations:** This column should reflect the total of the cumulative program outlays and unpaid obligations (add columns 8 and 9). If completing the form electronically, these columns should automatically calculate.
11. **Balance:** This column should reflect the balance of the grant (subtract column 6 from 10). If comple form electronically, these columns should automatically calculate.
12. **Certification – Typed Name:** Please read this section carefully. The typed name indicates that the information being submitted is based on official accounting records. For the final financial report of the grant, the financial form must be signed and dated by the Project Director or Financial Officer of record for the grant and submitted to this office by U.S. mail.
13. **Report Prepared By:** Please print the name, title, telephone number and email address of the person preparing the form and the date the form is completed.

FORM (PDPD-FN2) Revised 07/09

FINANCIAL REPORT
Federal Funds

STATE OF CONNECTICUT • OFFICE OF POLICY AND MANAGEMENT (OPM)
POLICY DEVELOPMENT AND PLANNING DIVISION - ENERGY UNIT
450 Capitol Avenue, MS# 52ENR • Hartford, CT 06106-1379

1. Grantee: _____ 2. Grant #: _____

Check the appropriate boxes

3. Report Type:
- ☐ QUARTERLY
- ☐ FINAL
- ☐ INTERIM

4. Period Ending: *(A Separate Report is REQUIRED for Each Period)*
- ☐ SEP 30 (Report Due: Oct 5th)
- ☐ MAR 31 (Report Due: Apr 5th)
- ☐ DEC 31 (Report Due: Jan 5th)
- ☐ JUN 30 (Report Due: Jul 5th)
- OTHER *(Specify)* _____

5. Year: _____

*** *PLEASE ENTER DATA IN YELLOW AND GREEN CELLS ONLY. Others will automatically calculate.* ***

Budget Line Items	6. Total Project Budget	7. Quarterly Project Outlay	8. Cumulative Project Outlays *Be Sure Cumulative Reported!*	9. Unpaid Obligations
	Federal	Federal	Federal	Federal
A. Personnel	-	-		-
B. Travel	-	-		-
C. Equipment	-	-		-
D. Supplies	-	-		-
E. Contractual	-	-		-
F. Facilities	-	-		-
G. Others	-	-		-
H. TOTALS	-	-	-	-

Budget Line Items	10. Total of Outlays and Unpaid Obligations (Column 8 plus 9)	11. Balance (Column 6 minus 10)
	Federal	Federal
A. Personnel	-	-
B. Travel	-	-
C. Equipment	-	-
D. Supplies	-	-
E. Contractual	-	-
F. Facilities	-	-
G. Others	-	-
H. TOTALS	-	-

Certification: My typed name below hereby certifies that the information contained on this page is based on official accounting records, and that project outlays shown have been made in accordance with applicable grant terms and conditions, and that documentation to support these project outlays is available.

12. Typed Name *(Signature Required for FINAL Reports)*: _____

PLEASE PRINT

13. Report Prepared by: _____
Title: _____
Telephone: _____
Email: _____
Date: _____

EXHIBIT B

OFFICE OF POLICY AND MANAGEMENT
POLICY DEVELOPMENT AND PLANNING DIVISION
450 Capitol Avenue-MS#52ENR
Hartford, CT 06106-1379
Attention: John Ruckes

QUARTERLY PROGRESS REPORT

Grant No. _____

Grantee: _____

Address: _____
(include zip code & telephone) _____

_____

Report Date: _____

Report prepared by: _____
NAME TELEPHONE

Period Covered: ____/____/____ **through** ____/____/____

Signature: _____
PROJECT DIRECTOR OR FINANCIAL OFFICER OF RECORD

1. **Briefly summarize project activities for this quarter. Please include supporting statistical information, for example, number of clients served this quarter.**

2. **Is the project on schedule? If not, please explain.**

3. **Is the project fully staffed? Has there been any staff turnover? Any staffing problems.**

4. **Are there any areas where new approaches or strategies are being considered and/or implemented? If so, please explain**

5. **Discuss any developments that have positively or negatively affected the project's activities.**

(rev. 1.05)

OFFICE OF POLICY & MANAGEMENT
PDPD / ENERGY MANAGEMENT UNIT
450 Capitol Avenue – MS #52ENR
Hartford, CT 06106-1379
Attention: John Ruckes
CASH REQUEST

1. Name/Address of Grantee: _____

2. Grant Number: _____

3. Grant Amount: $_____

4. Project Title: _____

5. Cash Request for the Period of: ___/___/___ through ___/___/___

6. Cash Received to Date: $_____

7. Amount of Cash Requested: $_____

8. Justification of Amount Requested: _____

9. _____ _____
Printed Name of Project Director or Financial Officer of Record for the Grant — Phone

_____ _____
Signature of Project Director of Financial Office of Record for the Grant — Date

FOR OPM USE ONLY

Cash Drawn to Date: $_____

Special conditions and reporting requirements have been met

$_____ is approved for cash drawdown at this time.

Comments: _____

_____ _____
Printed Name of Grant Manager — Date

_____
Signature of Grant Manager

APPROVED FOR PAYMENT
SIGNATURE INDICATES THAT COMMODITIES HAVE BEEN RECEIVED OR SERVICES RENDERED AND AUTHORIZES PAYMENT

PO # _____ VOUCHER # _____

FUND	DEPT	SID	PROGRAM	ACCOUNT	PROJECT	CHARTFIELD
12060	OPM20810	29001	13008	55050	OPM000000001111	

_____ _____
Approval Signature — Date