

# Application Terms and Conditions

- 1) **Standard Contract Provisions:** Awardees will be required to execute a standard grant agreement with DAS in a form consistent with the agreement linked in the attachments below.
- 2) **Capital Projects Fund Compliance** – All Recipients of federal funds must complete financial, performance, and compliance reporting as required by the Grant Agreement, 2 CFR 200.328, 2 CFR 200.329, and as outlined in Part 2 of this guidance. Expenditures may be reported on a cash or accrual basis as long as the methodology is disclosed and is consistently applied. Project and Expenditure Reports must incorporate the definition of expenditures pursuant to 2 CFR 200.1. Recipients must maintain accounting records for compiling and reporting accurate financial data in accordance with appropriate accounting standards and principles.
- 3) **2 CFR 200 Procurement Requirements:** Awardees are responsible for ensuring that any procurement using CSFRF funds awarded under this Grant Program, or payments under procurement contracts using such funds, are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327. The full text of the Uniform Guidance 2 CFR 200 Procurement Standards can be found at this URL. Additional information on 2 CFR 200 requirements is provided in Appendix E of this guidance document.
- 4) **Uniform Administration Guidance Compliance** – Capital Projects Fund awards are subject to the requirements set forth in the Uniform Guidance except as otherwise provided by Treasury guidance. Recipients should review the Uniform Guidance requirements applicable to their use of Capital Projects Fund grant funds, and Capital Projects Fund Projects. The following sections provide a general summary of Recipients' compliance responsibilities under applicable statutes and regulations, including the Uniform Guidance. Note that the list below is only topic areas. All Recipients and Subrecipients are advised to carefully review the Uniform Guidance requirements and all other regulatory and statutory requirements applicable to CPF.
  - a) Internal Controls
  - b) Allowable Costs/Cost Principles
  - c) Cash Management
  - d) Earned Interest
  - e) Period of Performance and Pre-Award Costs
  - f) Program Income
  - g) Sub-Recipient Monitoring
  - h) Other Compliance Obligations
  - i) Record Keeping Requirements
  - j) Single Audit Requirements

k) Civil Rights Compliance

- 5) **Labor Standards** – Funded projects will comply with all applicable federal labor laws and regulations, as well as all requirements for state and local laws and ordinances, to the extent that such requirements do not conflict with federal laws. Projects will be subject to the State of Connecticut Department of Labor Prevailing Wage regulations. Among other requirements contained in 2 C.F.R. 200, Appendix II, all contracts made by an Awardee in excess of one hundred thousand dollars (\$100,000) that involve employment of mechanics or laborers must include a provision for compliance with certain provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

To assist with ensuring a binding commitment to strong labor standards and protections for the project workforce, each contract for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration, or repair of broadband infrastructure and each subcontract thereunder shall contain the following provision: “The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (i) of Conn. Gen. Stat. § 31-53, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town where such project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer, or worker as part of such person's wages the amount of payment or contribution for such person's classification on each payday.”

Applicants who need assistance determining the appropriate classification of labor or the appropriate prevailing rate of wages for the project should contact the Wage and Workplace Standards Division at the Connecticut Department of Labor. After a project commences, awardees must submit certified payrolls with a monthly statement of compliance to CEN. Certified Payroll will be submitted using form WWS-CPI located on the Connecticut Department of Labor Website: Certified Payroll Form WWS - CPI ([state.ct.us](http://state.ct.us))

- 6) **Documentation** – This is a reimbursement grant. DAS requires documentation of all funding and supporting documentation of all monies owed for the project. The awardee will be provided instructions for submitting for reimbursement.
- 7) **Audit:** Awardee will be subject to the audit requirements of the State. DAS audits projects based on the value of the grant award as follows:
- 8) **Limited Scope Audit:** Project cost is up to 5 million dollars.
- 9) **On-Site Audit:** Project cost is greater than 5 million dollars.
- 10) **Reporting:** Subrecipients will remain in compliance with all required reporting requirements.
- 11) **Assurances:** By submitting a proposal in response to this request for Applications, an Applicant implicitly gives the following assurances:
- 12) **Collusion:** The Applicant represents and warrants that the Applicant participated in any part of the Application development process and had no knowledge of the specific

contents of the Application before its issuance. The Applicant warrants that no agent, representative, or employee of the State participated directly in the preparation of the Application and also represents and warrants that the submitted application is fair and made without collusion or fraud.

- 13) **State Officials and Employees:** The Applicant certifies that no elected or appointed official or employee of the State has or will benefit financially or materially from any contract resulting from this Application. The Agency may terminate a resulting contract if it is determined that gratuities of any kind were either offered or received by any of the aforementioned officials or employees from the Applicant or its agents or employees.
- 14) **Competitors:** The Applicant assures that the submitted proposal is not made in connection with any competing organization or competitor submitting a separate proposal in response to this application request. No attempt has been made or will be made by the Applicant or any other organization or competitor to submit, or not submit, an application to restrict competition. The Applicant further assures that the proposed costs have been arrived at independently, without consultation, communication, or agreement with any other organization or competitor to restrict competition. Nor has the Applicant disclosed the proposed costs on a prior basis, either directly or indirectly, to any other organization or competitor.
- 15) **Press Releases:** The Applicant agrees to obtain prior written consent and approval of CEN for press releases that relate in any manner to this request for Applications or any resultant contract.
- 16) **Preparation Expenses:** Neither the State nor CEN shall assume any liability for expenses incurred by an Applicant in preparing, submitting, or clarifying any proposal submitted in response to this application request.
- 17) **Proposed Costs:** No cost submissions contingent upon a State action will be accepted. All proposed costs must be fixed throughout the entire term of the contract.
- 18) **Changes to Proposal:** After submission, the applicant may not add to or change the original proposal, except upon request by CEN.
- 19) **Supplemental Information.** Supplemental information will not be considered after the deadline for submission of proposals unless specifically requested by CEN. CEN may ask an Applicant to give demonstrations, interviews, oral presentations, or further explanations to clarify information contained in an application. Any such demonstration, interview, or oral presentation will be at a time selected and in a place provided by CEN. At its sole discretion, CEN may limit the number of Applicants invited to make such a demonstration, interview, or oral presentation and may limit the number of attendees per Applicant.
- 20) **Presentation of Supporting Evidence.** If requested by CEN, an Applicant must be prepared to present evidence of experience, ability, data reporting capabilities, financial standing, or other information necessary to satisfactorily meet the requirements set forth or implied in this Application or its proposal. CEN may make onsite visits to an Applicant's facilities to further the Applicant's ability to perform the duties required by this application request.
- 21) **Request For Applications Is Not An Offer:** Neither this request for Applications nor any subsequent discussions shall give rise to any commitment on the part of the State or CEN or confer any rights on any Applicant unless and until a grant agreement is fully executed by the necessary parties. The grant agreement will represent the entire agreement

between the Applicant and CEN and supersede all prior negotiations, representations, or agreements, alleged, or made, between the parties. The State shall assume no liability for costs incurred by the Applicant for payment of services under the contract terms until the successful Applicant is notified that the agreement has been accepted and approved by the CEN and, if required, by the Attorney General's Office.

- 22) **Rights Reserved to the State:** By submitting a proposal in response to this request for Applications, an Applicant implicitly accepts that the following rights are reserved to the State: a. Timing Sequence. The timing and sequence of events associated with this Application shall ultimately be determined by CEN.
- 23) **Amending or Canceling Application:** CEN reserves the right to amend or cancel this request for Applications on any date and at any time if CEN deems it to be necessary, appropriate, or otherwise in the best interests of the State.
- 24) **No Acceptable Proposals:** If no acceptable proposals are submitted in response to this Application, CEN may reopen the Application process if it is determined to be in the best interests of the State.
- 25) **Award and Rejection of Proposals:** CEN reserves the right to award, in part, to reject any proposals in whole or in part for misrepresentation or if the proposal limits or modifies any of the terms, conditions, or specifications of this application request. CEN may waive minor technical defects, irregularities, or omissions, if, in its judgment, the best interests of the State will be served. CEN reserves the right to reject the proposal of any Applicant who submits a proposal after the submission date and time.
- 26) **Sole Property of the State:** All proposals submitted in response to this request for Applications are to be the sole property of the State.
- 27) **Grant Agreement Negotiation:** CEN reserves the right to negotiate the grant agreement for all or any portion of the services contained in the Application. CEN further reserves the right to negotiate a grant agreement with one or more Applicants for such services. After reviewing the scored criteria, CEN may seek Best and Final Offers (BFO) on cost from Applicants. CEN may set parameters on any BFOs received.
- 28) **Clerical Errors in Award:** CEN reserves the right to correct inaccurate awards resulting from clerical errors. In extreme circumstances, this may include revoking the awarding of a contract already made to an Applicant and subsequently awarding the contract to another Applicant. Such action on the part of the State shall not constitute a breach of contract on the part of the State since the contract with the initial Applicant is deemed void ab initio and of no effect as if no contract ever existed between the State and the Applicant.
- 29) **Sovereign Immunity:** Nothing in this request for Applications is to be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State to the State or any of its officers and employees, which they may have had, now have or will have concerning all matters arising out of the request for Applications or a contract award.
- 30) **Termination of Grant Agreement:** Any grant agreement resulting from this Application may be terminated whenever CEN makes a written determination that such determination is in the best interests of the State.
- 31) **Freedom of Information, Conn. Gen. Stat. § 1-210:** The Freedom of Information Act (FOIA)

requires the disclosure of documents in the possession of the State upon request of any citizen, unless the document's content falls within certain categories of exemption, as defined by Conn. Gen. Stat. § 1-210(b). Applicants are generally advised not to include any confidential information in their proposals. If the Applicant indicates that certain documentation, as required by this request for Applications, is submitted in confidence, the State will endeavor to keep the said information confidential to the extent permitted by law. The Applicant should mark such information as CONFIDENTIAL before submission and reference the particular section where the information is located. For each referenced section, the Applicant must provide an explanation and rationale sufficient to justify an exemption of the information under FOIA. Additionally, the Applicant must submit a redacted copy of its proposal if it contains such information.

The State is not obligated to initiate, prosecute, or defend any legal proceeding or seek a protective order or other similar relief to prevent disclosure of any information pursuant to a FOIA request. The Applicant has the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. While an Applicant may claim an exemption to the State's FOIA, the final administrative authority to release or exempt any or all material so identified rests with the State. In no event shall the State or any of its employees have any liability for disclosure of documents or information in the possession of the State and which the State or its employees believe(s) to be required pursuant to the FOIA or other requirements of law.

- 32) **Conflict of Interest Disclosure Statement:** Applicants must include a disclosure statement concerning any current business relationships (within the last three (3) years) that pose a conflict of interest, as defined by Conn. Gen. Stat. § 1-85. A conflict of interest exists when a relationship exists between the Applicant and a public official (including an elected official) or State employee that may interfere with fair competition or may be averse to the interests of the State. The existence of a conflict of interest is not, in and of itself, evidence of wrongdoing. A conflict of interest may, however, become a legal matter if an Applicant tries to influence, or succeeds in influencing, the outcome of an official decision for their personal or corporate benefit. In the absence of any conflict of interest, an Applicant must affirm such in the disclosure statement. Example: “[name of Applicant] has no current business relationship (within the last three (3) years) that poses a conflict of interest, as defined by Conn. Gen. Stat. § 1-85.”

33) **CEN's Reservation of Rights:**

- a) CEN reserves the right under this grant program to issue as many or as few grants to as many or as few Applicants as it determines fit.
- b) CEN reserves the right to negotiate with an Applicant to modify submitted grant proposals or work with applicants to address application deficiencies or overlaps.
- c) CEN reserves the right to redirect submitted applications to future application windows or other CEN programming that is more suitable to fund the proposed project or when available funds for this application window are exhausted.
- d) Awards are subject to the appropriation and availability of Federal or State funds. If the funds are not appropriated as anticipated or unavailable, CEN reserves the right to reduce or terminate any grant agreements upon written notice to the Grantee.