

MEMORANDUM OF UNDERSTANDING
_____ AND
THE FERGUSON LIBRARY
INNOVATION PLACES GRANTS

WHEREAS, The Ferguson Library (“TFL”) has entered into the Innovation Places Grant Agreement with CTNext; and,

WHEREAS, TFL shall be responsible for the administration of CTNext Innovation Places Grants to the participating organizations of Innovate Stamford, , including but not limited to (a) TFL receiving grant funds from CTNext and distributing such funds during the funding period which ends on _____ (the “Funding Period”), (b) financial management, and (c) quarterly and annual reports for CTNext.; and

WHEREAS, _____ (_____) wishes to receive funds from CTNext;

NOW THEREFORE, TFL and the _____ enter into this Memorandum of Understanding (“MOU”) for the purpose of setting forth their respective obligations regarding Innovation Places Grants administered by TFL and applied for and received by the _____.

A. Purpose

The purpose of this MOU is to specify the obligations of TFL and the _____ regarding Innovation Places Grants to be applied for and received by the _____.

_____ will meet periodically with TFL and with Grant recipients to develop short- and long-term strategies which are consistent with the economic development goals outlined in the Innovate Stamford strategic plan.

B. Project Scope

_____ will meet with TFL and Grant recipients to develop an organizational structure and governance program that will focus on collaborative decision-making, securing additional (program and operating) funding sources, establishing formal partnering relationships with community members and other organizations, developing operating budgets, and participating in an appropriate business model to be established for this effort.

C. Commitment and Requirements

1. _____ shall provide the necessary resources, including staff

time and expertise, funding and overall support, to further the goals outlined in the Innovate Stamford strategic plan.

2. The _____, as a part of its grant application, shall submit a Scope of Work and initial budget to TFL for review and approval. All grant funds received by the _____ must be spent in accordance with the approved scope of work and budget. The _____ shall return to TFL any funds not spent in accordance with the approved scope of work and budget, if TFL is advised by CTNext that such action is required.
3. _____ shall comply with all local, state, and federal laws, statutes, ordinances, regulations applicable to the receipt and use of grant funds, including but not limited to State Contracting Requirements attached hereto as Exhibit A and made a part hereof.
4. a. In requesting funds for a particular project, the _____ shall provide to TFL (where appropriate) the RFP or bid documents, along with the invoice for the requested amount, and such other documents as reasonably requested by CTNext or TFL. Once TFL has determined that the _____ has submitted all documentation required by this MOU and CTNext, TFL upon receipt of such Grant funds from the _____ CTNext Fund, will provide the _____ with such Grant proceeds but not more than the budgeted amount set forth in the budget and scope of work for that project, payable by check or wire transfer to an account designated by the _____.
5. By the end of each September 30, December 31, March 31 and June 30 project period, the _____ shall submit to TFL certified written progress reports in reasonable detail showing the status of projects, milestones, completion against timelines and expenditures against budget for the quarter then ended and shall attach to the certified progress report supporting documentation, satisfactory to CTNext and TFL.
6. If _____ fails to timely pursue the scope of work or to timely submit such certifications and documentation, the _____ shall not receive additional disbursement until such documentation is submitted and approved or until scope of work activities are back on schedule. If the funded scope of work is determined to have not been timely pursued or required outcomes have not been achieved by the end of the third program period, March 31, TFL, with the agreement of CTNext, may require the return of the proceeds from the grant already received or terminate future, scheduled payments.
7. Within 15 days after the completion of each project, the _____ shall submit to TFL a final written report for that project in reasonable detail showing the status of the project, completion against timelines, expenditures

against budgets set forth in the scope of work, and the economic impact and job creation occasioned by such project, and shall attach to such certified final report supporting documentation, which shall be reasonably satisfactory to CTNext and TFL. If the _____ fails to timely pursue the scope of work, fails to properly account for any grant proceeds, fails to use the funds as set forth on the approved budget and scope of work. or fails to timely submit such certifications and documentation, if TFL is advised by CTNext that such action is required, the _____ shall return the proceeds from the grant already received, if any, related to that project and will not be entitled to any further grant proceeds related to such project or, in the discretion of CTNext or TFL, any other scope of work activities, until such failure is rectified to the reasonable satisfaction of TFL or CTNext, as the case may be.

8. Within 15 days after the end of the Funding Period, the _____ shall provide TFL, to the extent not previously provided, with a certified written final report in reasonable detail showing the status of the projects, milestones, completion against timelines, and expenditures against budgets set forth in the scope of work, and the economic impact and job creation occasioned by such projects, and shall attach to such certified final report supporting documentation, which shall be reasonably satisfactory to TFL. TFL will review such report and written evidence to determine compliance with the approved budget and scope of work, and, provided that the _____ has complied with the approved budget and scope of work and otherwise complied with the terms of this MOU, TFL, upon receipt from CTNext, will provide the _____ with a final payment of any available grant funds from the CTNext Fund not already advanced to the _____, payable by check or wire transfer to an account designated by the _____ to cover the eligible project costs confirmed by CTNext which have not already been funded by grant proceeds. If the _____ fails to complete the scope of work by the date specified therein, the _____ shall be required to return to TFL any grant proceeds not properly accounted for or used as set forth on the approved budget and scope of work, if TFL is advised by CTNext that such action is required.
9. _____ shall be required to return to TFL any grant proceeds not properly accounted for or used as set forth on the approved budget and scope of work, if TFL is advised by CTNext that such action is required.
10. Notwithstanding anything to the contrary contained in this MOU, neither TFL nor CTNext shall be obligated to provide financial assistance pursuant to this MOU if and to the extent there are insufficient funds available to CTNext in the CTNext Fund due to any cause, including but not limited to, as a result of legislative or regulatory action curtailing, reducing or eliminating amounts in the CTNext Fund; provided that TFL shall use reasonable efforts to notify _____ as promptly as practicable (after receiving notice from CTNext) if such funding will not be available. Further, the receipt of any grant proceeds pursuant to this MOU

does not assure that the _____ will receive any further grants to support its continuing Innovation Places initiatives. TFL shall not be obligated to provide funds to the _____ except to the extent such funds are received by TFL for a project applied for by the _____ and the _____ has complied with all requirements to receive such funds.

11. All funds shall be used by the _____ for the projects intended. Any changes by the _____ must be submitted to and approved by the TFL and, if required, by CTNext.

D. Representations and Warranties.

_____ represents warrants and covenants as follows:

1. _____ is duly organized and validly existing under the laws of its jurisdiction of organization and qualified to do business in the State of Connecticut if it is organized in another jurisdiction. _____ will provide CTNext and TFL with a certificate of legal existence from the Secretary of State of the State of Connecticut (and its jurisdiction of organization if it is organized in another jurisdiction) or other satisfactory evidence of its legal existence as a condition precedent to the _____ receipt of any grant proceeds. Further, the _____ will preserve and maintain its existence as a duly organized entity, validly existing, and in good standing under the laws of its jurisdiction of organization and, if it organized in a jurisdiction other than Connecticut, will preserve and maintain its existence as a duly qualified foreign entity, validly existing, and in good standing under the laws of the State of Connecticut.
2. _____ is not aware of any state of facts that would make it impossible or impractical to obtain authorization necessary for the conduct of its business under the terms of this MOU.
3. The execution and delivery of this MOU by the _____, and the performance of its obligations hereunder, are within its power, have been duly authorized by all necessary action on its part, and are not in contravention of law nor in contravention of its organizational documents, including its certificate of incorporation, bylaws, articles of organization, or operating agreement, as the case may be, or of the provisions of any indenture, agreement, or undertaking to which it is a party or by which it is bound.
4. There is no pending or, to the _____'s knowledge, threatened litigation, injunction, order or claim with respect to the _____ which would materially adversely affect the _____ ability to perform its obligations under this MOU or to execute the project being funded.
5. _____ is neither bankrupt nor insolvent.

6. _____ has filed or will file within the time prescribed by law (including extensions of time approved by any appropriate taxing authority) all tax returns and reports required to be filed with the United States Internal Revenue Service or with the State of Connecticut or any political subdivision thereof and (except to the extent that the failure to file would not have a material adverse effect on the condition or operations of the _____) with all other jurisdictions where such filing is required by law, and _____ has paid all taxes, interest, penalties, assessments or deficiencies due in connection therewith.
7. Within 75 days after the end of its fiscal year, the _____ shall provide to CTNext and TFL (which CTNext will provide to its board of directors) an annual financial audit of grant expenditures prepared by an independent auditor reasonably acceptable to CTNext and TFL until all grant moneys have been expended in accordance with the approved budget and scope of work. This provision shall survive the Funding Period and any termination or expiration of this MOU.
8. _____ shall provide such information as CTNext and TFL may reasonably request from time to time.
9. The submission of the certifications in Section D that serve as a condition precedent for the receipt of additional grant proceeds shall constitute a certification by the _____ that the representations and warranties contained herein are true and correct as of the date of each such certification.
10. The provisions of this Section D shall survive expiration or termination of this MOU.

E. Indemnification; Limitation of Liability.

1. _____ agrees to indemnify TFL and CTNext and their respective officers, directors, contractors, employees, agents and affiliates (the "Indemnified Parties") against, and defend and hold each of them harmless from any liability, obligation, loss, cost, damage or expense (including attorneys' fees) suffered or incurred by any of them as a result of, arising out of, and/or relating to the acts or omissions of the _____, or the _____ performance of its obligation pursuant to this MOU, other than resulting from the gross negligence or willful misconduct of the Indemnified Parties.
2. Except in connection with the _____ indemnification for third party claims set forth above, neither party shall be liable to the other party for indirect, incidental, punitive, special, or consequential damages arising out of this MOU, even if the party has been informed of the possibility of such damages, including but not limited to, loss of profits, loss of revenues, failure to realize expected savings, loss of

data, loss of business opportunity, or similar losses of any kind. However, this limitation shall not apply to damages of any kind related to criminal, or intentionally wrongful, conduct or omissions on the part of either party.

3. The provisions of this Section E shall survive indefinitely.

F. Inspection; Audit.

_____ shall permit TFL, CTNext and their respective representatives and agents and the Connecticut Auditors of Public Accounts to visit and inspect the _____ properties, to examine and audit, or have audited, its books of account and records, in each case to the extent related to elements and programs funded by CTNext and to discuss its affairs, finances and accounts related to these activities with its officers, all upon reasonable advance notice and at such reasonable times during normal business hours as TFL, CTNext or the Auditors of Public Account may request.

G. State Contracting Requirements.

To the extent applicable with respect to any project funded pursuant to this MOU, the _____ agrees to be bound by the state contracting requirements set forth in Exhibit A and references therein to the "contractor" shall be deemed to mean the _____ and references therein to the "contract" shall be deemed to mean this MOU.

H. Advertising.

1. Neither the _____ nor its subcontractors or agents shall use in any advertising or sales promotion, any endorsements, direct or indirect quotes, or pictures that imply endorsement by CTNext or TFL or any of its employees without such party's prior written approval.
2. Subject to approval as to form by CTNext, the _____ shall acknowledge CTNext's financial assistance pursuant to this MOU in the _____'s promotional materials to the effect of "This project was made possible by the support of CTNext." The _____ shall submit to CTNext for review and approval, prior to use in advertising, press releases, publicity matters, marketing and/or promotional materials, all such materials relating to the financial assistance provided hereunder that mention or display CTNext's name and/or marks or contain language (except as required by the preceding sentence) from which a connection to such name and/or marks may be inferred or implied.

I. Relationship of the Parties.

Each party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this MOU and retains full control over the employment, direction, compensation and discharge of its employees assisting in the performance of such obligations. Nothing contained herein shall constitute the parties as joint venturers, partners, employees or agents of one another, and neither party shall have the right or power to bind or obligate the other. Nothing herein shall be construed as making either party responsible or liable for the obligations and undertakings of the other party. Nothing in this MOU shall constitute a party as a legal representative or agent of the other party, nor shall a party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other party unless otherwise expressly permitted by such other party.

J. Entire Agreement.

This MOU, including all of the exhibits attached hereto, constitutes the entire agreement of the parties hereto related to the subject matter hereof, and supersedes any previous agreement or understanding related to the subject matter hereof. This MOU may not be modified or extended except in writing executed by the parties.

K. Severability.

In the event that any one or more of the provisions contained in this MOU shall be held to be invalid, illegal, or unenforceable in any respect, then such invalidity, illegality, or unenforceability shall not affect any other provisions of this MOU, and all other provisions shall remain in full force and effect.

L. Governing Law.

This MOU shall be governed by and construed and enforced in accordance with the laws of the State of Connecticut, without regard to its principles relating to conflicts of laws.

M. Counterparts.

This MOU may be executed in any number of counterparts (including those delivered by facsimile or other electronic means), each of which shall be deemed to be an original and all of which taken together shall be deemed to be one and the same agreement.

N. No Recourse.

It is expressly understood and agreed that no obligation of TFL or any Participating Organization under this MOU, or CTNext under the Innovation Places Grant Agreement, shall be an obligation of its directors, officers, employees or agents, and there shall be no recourse or claim under this MOU or the Innovation Places Grant Agreement against any such person individually in any circumstances.

[Signature pages follow this page]

Signature _____ Title: _____ Date _____

Organization Name _____

THE FERGUSON LIBRARY

Signature _____ Title _____ Date _____

•

Exhibit A

STATE CONTRACTING REQUIREMENTS

Sec. 4a-60. (Formerly Sec. 4-114a). Nondiscrimination and affirmative action provisions in awarding agency, municipal public works and quasi-public agency project contracts.

(a) Every contract to which an awarding agency is a party, every quasi-public agency project contract and every municipal public works contract shall contain the following provisions:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

(2) The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an “affirmative action-equal opportunity employer” in accordance with regulations adopted by the Commission on Human Rights and Opportunities;

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

(4) The contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e, 46a-68f and 46a-86; and

(5) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.

(b) If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project.

(c) (1) Any contractor who has one or more contracts with an awarding agency or who is a party to a municipal public works contract or a contract for a quasi-public agency project, where any such contract is valued at less than fifty thousand dollars for each year of the contract, shall provide the awarding agency, or in the case of a municipal public works or quasi-public agency project contract, the Commission on Human Rights and Opportunities, with a written or electronic representation that complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section, provided if there is any change in such representation, the contractor shall provide the updated representation to the awarding agency or commission not later than thirty days after such change.

(2) Any contractor who has one or more contracts with an awarding agency or who is a party to a municipal public works contract or a contract for a quasi-public agency project, where any such contract is valued at fifty thousand dollars or more for any year of the contract, shall provide the awarding agency, or in the case of a municipal public works or quasi-public agency project contract, the Commission on Human Rights and Opportunities, with any one of the following:

(A) Documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such contractor that complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section;

(B) Documentation in the form of a company or corporate policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of such contractor if (i) the prior resolution is certified by a duly authorized corporate officer of such contractor to be in effect on the date the documentation is submitted, and (ii) the head of the awarding agency, or a designee, or in the case of a municipal public works or quasi-public agency project contract, the executive director of the Commission on Human Rights and Opportunities or a designee, certifies that the prior resolution complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section; or

(C) Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson or other corporate officer duly authorized to

adopt company or corporate policy that certifies that the company or corporate policy of the contractor complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section and is in effect on the date the affidavit is signed.

(3) No awarding agency, or in the case of a municipal public works contract, no municipality, or in the case of a quasi-public agency project contract, no entity, shall award a contract to a contractor who has not provided the representation or documentation required under subdivisions (1) and (2) of this subsection, as applicable. After the initial submission of such representation or documentation, the contractor shall not be required to resubmit such representation or documentation unless there is a change in the information contained in such representation or documentation. If there is any change in the information contained in the most recently filed representation or updated documentation, the contractor shall submit an updated representation or documentation, as applicable, either (A) not later than thirty days after the effective date of such change, or (B) upon the execution of a new contract with the awarding agency, municipality or entity, as applicable, whichever is earlier. Such contractor shall also certify, in accordance with subparagraph (B) or (C) of subdivision (2) of this subsection, to the awarding agency or commission, as applicable, not later than fourteen days after the twelve-month anniversary of the most recently filed representation, documentation or updated representation or documentation, that the representation on file with the awarding agency or commission, as applicable, is current and accurate.

(d) For the purposes of this section, “contract” includes any extension or modification of the contract, “contractor” includes any successors or assigns of the contractor, “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, “contract” does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, as defined in section 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in subdivision (1), (2), (3) or (4) of this subsection.

(e) For the purposes of this section, “minority business enterprise” means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and “good faith” means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. “Good faith efforts” shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts

when it is determined that such initial efforts will not be sufficient to comply with such requirements.

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

(g) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission on Human Rights and Opportunities, of its good faith efforts.

(h) The contractor shall include the provisions of subsections (a) and (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state, and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract or contract for a quasi-public agency project, 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 contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions, including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission regarding a state contract, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

Sec. 4a-60a. Provisions re nondiscrimination on the basis of sexual orientation required in awarding agency, municipal public works and quasi-public agency project contracts.

(a) Every contract to which an awarding agency is a party, every contract for a quasi-public agency project and every municipal public works contract shall contain the following provisions:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

(2) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and

Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(3) The contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and

(4) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.

(b) (1) Any contractor who has one or more contracts with an awarding agency or who is a party to a municipal public works contract or a contract for a quasi-public agency project, where any such contract is valued at less than fifty thousand dollars for each year of the contract, shall provide the awarding agency, or in the case of a municipal public works or quasi-public agency project contract, the Commission on Human Rights and Opportunities, with a written representation that complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section.

(2) Any contractor who has one or more contracts with an awarding agency or who is a party to a municipal public works contract or a contract for a quasi-public agency project, where any such contract is valued at fifty thousand dollars or more for any year of the contract, shall provide such awarding agency, or in the case of a municipal public works or quasi-public agency project contract, the Commission on Human Rights and Opportunities, with any of the following:

(A) Documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such contractor that complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section;

(B) Documentation in the form of a company or corporate policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of such contractor if (i) the prior resolution is certified by a duly authorized corporate officer of such contractor to be in effect on the date the documentation is submitted, and (ii) the head of the awarding agency, or a designee, or in the case of a municipal public works or quasi-public agency project contract, the executive director of the Commission on Human Rights and Opportunities or a designee, certifies that the prior resolution complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section; or

(C) Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson or other corporate officer duly authorized to adopt company or corporate policy that certifies that the company or corporate policy of

the contractor complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section and is in effect on the date the affidavit is signed.

(3) No awarding agency, or in the case of a municipal public works contract, no municipality, or in the case of a quasi-public agency project contract, no entity, shall award a contract to a contractor who has not provided the representation or documentation required under subdivisions (1) and (2) of this subsection, as applicable. After the initial submission of such representation or documentation, the contractor shall not be required to resubmit such representation or documentation unless there is a change in the information contained in such representation or documentation. If there is any change in the information contained in the most recently filed representation or updated documentation, the contractor shall submit an updated representation or documentation, as applicable, either (A) not later than thirty days after the effective date of such change, or (B) upon the execution of a new contract with the awarding agency, municipality, or entity, as applicable, whichever is earlier. Such contractor shall also certify, in accordance with subparagraph (B) or (C) of subdivision (2) of this subsection, to the awarding agency or commission, as applicable, not later than fourteen days after the twelve-month anniversary of the most recently filed representation, documentation or updated representation or documentation, that the representation on file with the awarding agency or commission, as applicable, is current and accurate.

(4) For the purposes of this section, "contract" includes any extension or modification of the contract, and "contractor" includes any successors or assigns of the contractor. For the purposes of this section, "contract" does not include a contract where each contractor is (A) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (B) any other state, as defined in section 1-267, (C) the federal government, (D) a foreign government, or (E) an agency of a subdivision, state or government described in subparagraph (A), (B), (C) or (D) of this subdivision.

(c) The contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state, and in every subcontract entered into in order to fulfill any obligation of a municipal public works contractor contract for a quasi-public agency project, 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 contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions, including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission regarding a state contract, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

Executive Orders. This contract may be subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices; Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings; Executive Order No. Sixteen of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace, Executive Order 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions; all of which are incorporated into and made a part of the contract as if they had been fully set forth in it. At the contractor's request, CTNext shall provide a copy of these Executive Orders to the contractor.

Certification Regarding Occupational Safety and Health Act Compliance (Conn. Gen. Stat. § 31-57b). By executing the contract to which this Attachment A is attached, the Grant Recipient certifies that it has not (1) been cited for three or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act, during the three-year period preceding the date of the bid/RFP/solicitation, provided such violations were cited in accordance with the provisions of any state occupational safety and health act or the Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency or court having jurisdiction or (2) received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the date of the bid/RFP/solicitation.