

ARPA CONTRACT BETWEEN
THE NEW HAVEN BOARD OF EDUCATION AND
TRIFECTA ECOSYSTEMS (FARM2X)
AMERICAN RESCUE PLAN ACT
STATE AND LOCAL FISCAL RECOVERY FUNDS

HIGH SCHOOL IN THE COMMUNITY CONNECTICUT GROWN FOR
CONNECTICUT KIDS GRANT PROPOSAL FUNDED BY THE
AMERICAN RESCUE ACT

SUBSTITUTE CONTRACT

2025-CON-0174

THIS AMERICAN RESCUE PLAN ACT (“ARPA”) FISCAL RECOVERY FUND CONTRACTOR AGREEMENT (this “Agreement”) is entered into as of the 9th Day of December, 2024 (the “Effective Date”) by the **NEW HAVEN BOARD OF EDUCATION** having an address of 54 Meadow Street, New Haven, Connecticut (“the Board”) and **TRIFECTA ECOSYSTEMS, INC.**, a Connecticut, Stock, Corporation with a mailing address at P.O. BOX 2419, Meriden, CT 06450 (“Trifecta Inc” or “Contractor,” or “Subrecipient”). The Board and the Contractor may sometimes herein be referred to as the “Parties,” or, individually, as a “Party.”

SECTION 1
BACKGROUND

1.1 The City of New Haven (“City”) is a Recipient of federal funds under section 603(b) of the Social Security Act as added by section 9901 of the American Rescue Plan Act (Public Law 117-2) (March 11, 2021) (“ARPA”) (the “Federal Award”) to provide funding to combat and address the effects of the novel Coronavirus Disease 2019 (“COVID-19”). ARPA funds dedicated to municipalities, among other local government entities, are sometimes referred to as State and Local Fiscal Recover Funds (“SLFRF”).

1.2 In or around May 2025, the Board was awarded a grant not to exceed Two-Hundred Fifty-Thousand Dollars and Zero cents (\$250,000.00) in ARPA/SLFRF Funds through Federal Grant Number SLFRP0128 via the State of Connecticut Department of Agriculture (the “DOAG” and the “Grant”). The Grant is known as “FY24 Connecticut Department of Agriculture CT Grown for Kids Shipping Containers.” The purpose of the Grant was for the Board to enter into an agreement with a contractor for the contractor to perform the work set forth in Exhibit A to the Grant known as the “Statement of Work and which is hereby incorporated into this Agreement as part of Attachment A, known as the Scope of Services, and defined in Section 2.16. In summary, the Contractor was to enter into this Agreement to establish a shipping container farm with a focus on 75% mushroom and 25% greens production to significantly enhance High School in the Community's farm-to-school program, providing students with a dynamic and comprehensive experience in advanced agricultural techniques, resonating with the school's theme of leadership and social justice.

1.3 In or around October 2014, the Board selected Trifecta to be the Contractor, and thereafter entered into Agreement # 96509304 (the “Past Agreement”), for the Contractor to provide the Board with the Scope of Services. The Past Agreement was funded via “Account Number: 2560-6509-56697-0066 Location Code: 0066.” This Agreement amends the “Account Number” to “Account Number: 25606511-56697 Location Code: 0066” as further described in paragraph 3.1.

1.4 Thereafter, the DOAG determined that the Past Agreement was not compliant with ARPA/SLFRF. Accordingly, this Agreement substitutes for and supplants the Past Agreement.

1.5 To achieve the objectives of the Agreement Program, the Board wishes to provide the Contractor with ARPA funding in order that Contractor may provide the Board with the services described in Scope of Services. Contractor’s unique tax identification number is 64908676001.

1.6 The Contractor’s Unique Entity Identifier (UEI) is X4H8DQ9NBH65.

1.7 The first tranche of the Federal Award was provided to the City by the Department of Treasury under ARPA on June 7, 2021. The second tranche of the Federal Award was provided to the City in October 2022.

1.8 The amount of funds obligated to Contractor by the Board under this Agreement is the amount identified in Section 3.

1.9 The Federal Award Project Description is as provided in the Contractor’s Scope of Services in Attachment A of this Agreement.

1.10 The Federal Award Identification Number is SLFRP3212.

1.11 The Federal Award Date is June 7, 2021.

1.12 The Assistance Listing Number and Title is 21.027.

1.13 This Agreement does not provide Contractor Funds for any research and development.

1.14 Indirect costs, as further described in 2 C.F.R. 200.414, do not and shall not exceed 10% of the total awarded to Contractor in Section 3.

1.15 The recitals set forth in this Section are hereby incorporated by reference into this Agreement.

SECTION 2 **DEFINITIONS**

2.1 “**ARPA**” means the American Rescue Plan Act as set forth in Section 603(b) of the Social Security Act as added by Section 9901 of the American Rescue Plan Act (Public Law 117-2) (March 11, 2021).

2.2 “**Attachment A**” means the Contractor’s Scope of Services, Project Budget, Compensation

Schedule, and ARPA Quarterly Reporting requirements and is incorporated into this Agreement by reference.

2.3 **“Board”** means the New Haven Board of Education in its entirety, including its departments, divisions, elected or appointed officers, employees, agents and authorized volunteers.

2.4 **“City”** means the City of New Haven, in its entirety, including its agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers. It does not include the Board. For purposes of this Agreement, the City is a Recipient of ARPA funds, a portion of which was allocated the Board. The Board is the pass-through entity to Trifecta Inc. The City and Board do not include the Contractor.

2.5 **“Compensation Schedule”** means the plan, means, and methods by which the Board will disburse the Contract Funds to the Contractor in accordance with Section 3 and Attachment A of this Agreement.

2.6 **“Contractor”** means the individual or entity receiving the funds identified in this Agreement. The term “Contractor” shall include Contractor’s agents, officers, employees, and partners. Although labeled “Contractor,” for purposes of this Agreement, pursuant to applicable federal law, including, but not limited to, ARPA, Contractor is in fact receiving a portion of the Federal Award, and is subject to the monitoring, management, reporting, and other requirements set forth in 2 CFR 200.331-333.

2.7 **“Contract Funds”** (“Funds” or “Fiscal Recovery Funds”) mean federal ARPA funds available, awarded, or paid to the Contractor under this Agreement and with respect to amounts provided to the City as a Recipient pursuant to the American Rescue Plan Act of 2021, P.L. 117-2 (March 11, 2021) and §603 to Title VI of the Social Security Act.

2.8 **“Contract Period”** means **December 9, 2024 to April 14, 2026**. Unless specifically authorized otherwise in this Agreement, all expenditures under this Agreement must be for costs or expenses incurred by the Contractor after March 3, 2021. It is further understood by the Parties that the City and Board must obligate all ARPA funds by December 31, 2024, and the City and Board must expend all ARPA funds by December 31, 2026.

2.9 **“Contract Program”** means the process and method utilized by the the Board to award, administer, and oversee the distribution and use of Contract Funds to the Contractor.

2.10 **“Contract Terms”** mean this Agreement, the FR, the FAQs, the Reporting Requirements, the Single Audit Act (31 U.S.C. §§7501-7507), and the Uniform Administrative Requirements, Cost principles and Audit Requirements for Federal Awards (2 CFR 200) (the “Uniform Guidance”).

2.11 **“COVID-19”** means the novel Coronavirus Disease 2019.

2.12 **“Day(s)”** means calendar days.

2.13 **“FAQ(s)”** means the Coronavirus State and Local Fiscal Recovery Funds Frequently Asked

Questions documents developed and published by Treasury, and as amended from time to time.

2.14 “**FR**” means the Coronavirus State and Local Fiscal Recovery Funds Final Rule, 31 CRF Part 35, 4338 Federal Register / Vol. 87, No. 18 / Thursday, January 27, 2022, hereby incorporated by reference.

2.15 “**Project Budget**” means a written detail of all costs which the Contractor shall use under this Agreement during the Contract Period, and in accordance with the Contract Program, the Agreement terms, and the Scope of Services.

2.16 “**Reporting Requirements**” or “**Quarterly Reports**” mean the Compliance and Reporting Requirements for the State and Local Fiscal Recovery Funds published by the Treasury as that document is updated by the Treasury.

2.17 “**Scope of Services**” or means the action(s), goods, property, work, services, Project Budget, and Compensation Schedule as detailed in Attachment A and incorporated in and made part of this Agreement as reference, in exchange for the Contractor Funds and which is to be performed during the Contract Period.

2.18 “**Subcontract(s)**,” “**Subcontract Agreement(s)**,” and “**Subcontractor(s)**” mean an individual or entity (or individuals or entities) that has/have entered into an agreement with Contractor to perform work, services or to provide goods or property using or paid for by Contractor Funds under this Agreement. Additionally, the term “Subcontract Agreement(s)” also refers to individuals or entities that have entered into agreements with the Contractor if: (1) those individuals or entities have agreed to perform all or most of the Scope of Services under this Agreement; or (2) federal law requires this Agreement to apply to such individuals or entities.

2.19 “**Treasury**” means the United States Department of the Treasury.

SECTION 3 **CONTRACTOR FUNDS AND TERMS**

3.1 The Funds to be made available to Contractor pursuant to this Agreement shall be **Two-Hundred, Forty-Five Thousand, Thirty-Six Dollars and Thirty-Seven Cents (\$245,036.37)**, from City fund **25606511-56697-0066**, through Purchase Order **96509304-004 (FY25)**, which Contractor Funds shall be used by the Board to compensate Contractor for the work, goods, property, and services to be provided to the Board in accordance with Scope of Services, in the amount specified by the Compensation Schedule set forth in Attachment A. Contractor shall provide the work, goods, property, and services described in the Scope of Services in a satisfactory manner, as reasonably determined by the Board. Contractor shall make such revisions or modifications to its Scope of Services, at its own cost and expense, as may be required by the Board; provided, however, Contractor shall not be required to make revisions at its sole cost and expense where the revisions are based upon considerations outside the Scope of Services. As more specifically detailed in the Scope of Services, the Funds will be used for the Contractor to manage all purchasing and installation related to the Ecosystems, Entrepreneurship, and Equity at HSC shipping container garden. Contractor will also oversee planting and harvesting, as well as the Weekly Harvest Micro Business Experience, including instructional support.

3.2 All drawings, plans, reports, and documents prepared by Contractor under this Agreement (the “Work Product”) shall be submitted to the Board for review and approval. The Board shall review and respond to Work Product submitted by Contractor within thirty (30) calendar days. In the event the Board disapproves of any of the submitted Work Product, or any portion thereof, or requires additional Work Product to properly review the submission, Contractor shall revise such disapproved Work Product at its own cost and expense and submit the revised Work Product for review and approval. The Board shall be the sole owner of the Work Product. Notwithstanding any provision to the contrary herein, the Contractor shall retain ownership of standard drawings, designs, specifications, and other details previously used by the Contractor on other projects (“Contractor’s Standards”) that are incorporated into the Work Product prepared by the Contractor in accordance with this Agreement. The Contractor grants the Board a nonexclusive license to use the Contractor’s Standards for the purposes of this Agreement. Any modification of the Work Product for this Project, or reuse of the Work Product on another project, shall be at the user’s sole risk and without liability to the Contractor.

3.3 In performing the Scope of Services required under this Agreement, Contractor shall consult with the Board and shall meet, as appropriate, with other City and Board employees or officials and with other persons or entities, as necessary, including State and Federal officials and/or neighborhood groups or organizations. Contractor shall perform the Scope of Services at such times and in such sequence as may be directed by the Board, but in the absence of such direction, Contractor shall be in day-to-day control of the workflow.

3.4 Compensation provided in accordance with the Compensation Schedule set forth in Attachment A constitutes full and complete payment for all costs assumed by Contractor in performing the Scope of Services under this Agreement, including but not limited to: salaries, consultant fees; costs of materials and supplies; printing and reproduction, meetings, consultations, presentations, travel expenses, postage, telephone, clerical expenses, and all similar expenses.

3.5 Payments to Contractor under this Agreement shall be made by the Board on approval of payment requisitions certified by a principal of the Contractor and submitted in accordance with the Compensation schedule set forth in Attachment A. The Contractor shall comply with the City’s Electronic Invoicing and Invoice Submission & Payment Policy. Each requisition shall be in a form acceptable to the City and Board and shall set forth the portion of the Scope of Services performed, the percentage of completion of the work, and the compensation due Contractor based upon the Compensation Schedule. The Board may, prior to making any payment under this Agreement, require Contractor to submit to it such additional information with respect to the Scope of Services performed as the Board deems necessary. Independent of Contractor’s payment requisitions (or as a component part thereof in the event that Attachment A provides for it) Contractor shall deliver to the Board requested data, information, documentation, and detail in accordance with the provisions of Section 10 of this Agreement.

3.6 No Agreement for employment is intended or implemented by this Agreement and no fringe benefits will be paid to Contractor hereunder. Contractor's relationship to the Board is that of an independent contractor.

3.7 It is hereby agreed, stipulated, and understood between the Board and Contractor that in the event that all of the Contractor Funds shall not have been paid to Contractor for the Scope of Services performed during the Contract Period, then the Board acting in its sole and absolute discretion may cancel this Agreement and use the remaining Contractor Funds for such other purpose as the Board deems appropriate, provided that such purpose is in accordance with the terms and conditions of the Federal Award. The Contractor may only expend Contractor Funds during the Contract Period. Within five (5) Days of the end of the Agreement Period, Contractor shall return to the Board all Funds that are unexpended within the Agreement Period. Funds obligated but not used, spent, or distributed by Contractor within five (5) Days of the end of the Agreement Period will be deemed as unexpended. It is understood and agreed by the Contractor that in no event will the City or the Board obligate any additional ARPA funds after December 31, 2024, and it is further understood that in no event will the City or the Board pay any ARPA funds to the Contractor under this Agreement after December 31, 2026.

3.8 Without prejudice to the specificity of any other portion of this Section 3, Contractor will solely use the Contractor Funds:

- a. in compliance with the Boards's 's Agreement Program;
- b. in accordance with this Agreement, including, but not limited to, the Contractor's Scope of Services; and
- c. during the Contract Term.

3.9 Contractor understands that as an awardee of Contractor Funds under this Agreement, the Contractor is a "Contractor" and this Agreement is a "Contract" as those term are used in 2 CFR § 200.1, and 2 CFR § 200.331(b).

3.10 Contractor hereby agrees, acknowledges, and stipulates that the Board may only expend Contractor Funds during the Contract Period.

3.11 Contractor is solely responsible for complying with this Agreement, including, but not limited to the use of Contractor Funds in accordance with Section 3.8. Contractor understands and acknowledges that without prior written consent of the Board, any use of Contractor Funds for any purpose that is not in accordance with Section 3.8 of this Agreement will constitute a material breach of this Agreement.

3.12 Contractor will repay to the Board any Contractor Funds expended in violation of this Agreement. Contractor shall also be liable to the Board for any costs, fees (including, but not limited to, attorneys' fees and costs incurred by the Board), interest, or fines that arise out of Contractor's violation of this Agreement.

3.13 Contractor must comply with the monitoring, record keeping, and reporting sections of this Agreement.

3.14 With the prior written consent of the Board, Contractor may use Subcontractors and

Subcontract Agreements to fulfill its obligations under this Agreement, but Contractor shall ensure that the Contract Period and Scope of Services are included in all Subcontract Agreements receiving Contract Funds at all tiers, as required by this Agreement and applicable federal law, in substantially the same form as set forth in this Agreement. Contractor agrees that the Contractor will be solely responsible to the Board for the work performed by its Subcontractors allowed under Section 3.14 of this Agreement and shall indemnify and hold harmless the City and the Board for the work performed by Subcontract Agreement to the same extent as provided in Section 4 of this Agreement.

3.15 Contractor understands that Treasury requires the City and Contractor to provide information on expenditures, performance indicators, and objectives for each award. Contractor will cooperate with the City to collect and provide such performance indicators and objectives as required now and by any future update of the Contract Terms.

3.16 Contractor understands, acknowledges, and agrees that the Contractor and any Subcontractor who expend more than \$750,000 in federal awards (Contractor Funds and any and all other federal awards) during Contractor's fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. Contractor and any Subcontractor may refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and Single Audit submissions.

3.17 Contractor understands, acknowledges, and agrees that the Contractor Funds provided in this Agreement by the Board are the sole source of funding under this Agreement, and depend on sufficient funding and appropriations provided to the Board under ARPA or successive legislation, and is further dependent on budget approval and appropriations of sufficient Contractor Funds by the City and Board. The Board may terminate this Agreement, in whole or in part, immediately upon written notice to the Contractor if Contractor Funds do not receive sufficient funding or appropriations, and the Contractor shall have no recourse to obtain Contractor Funds from the City's general fund, tax revenue, or other source or any other Board fund.

SECTION 4 **INDEMNITY, HOLD HARMLESS, IMMUNITY**

4.1 To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the City and the Board from and against any and all actions, lawsuits, claims, damages, losses, judgements, liens, costs, expenses and reasonable counsel and consultant fees sustained by any person or entity ("Claims"), to the extent such Claims are caused by the acts, errors or omissions of Contractor, including Contractor's employees and agents and any of the Contractor's Subcontractors, directly or indirectly arising out of, or in any way in connection with, the obligations of Contractor pursuant to this Agreement.

4.2 In addition to the provisions of Section 4.1 of this Agreement, to the extent the Board requires Contractor to have insurance in accordance with Section 28 of this Agreement, the Contractor agrees that the Board shall be named as Certificate Holder of all policies of insurance, and, except for Worker's Compensation and Professional Liability, an additional insured under such policies.

4.3 Intentionally omitted.

SECTION 5
GOVERNING LAW AND VENUE
WAIVER OF TRIAL BY JURY

5.1 This Agreement shall be governed by the laws, rules, and regulations of the State of Connecticut and venue shall be in the United States District Court for the District of Connecticut.

5.2 The Parties agree that they waive a trial by jury as to any and all claims, causes of action or disputes arising out of this Agreement. Notwithstanding any such claim, dispute or legal action, the Contractor shall continue to perform the Scope of Services in a timely manner, unless otherwise directed by the Board.

SECTION 6
CONFLICT OF INTEREST

6.1 No member of the governing body of the Board, and no other officer, employee, or agent of the Board who exercises any functions or responsibilities in connection with the carrying out of the project to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement.

6.2 Contractor shall maintain written standards of conduct governing conflicts of interest and governing actions of its employees engaged in the selection, recipient, and administration of the Agreement under this Agreement.

6.3 No employee, officer, or agent of Contractor may participate in the selection or administration of this Agreement, or in the selection or administration of any Subcontractor or Subcontractor Agreement if the employee, officer, or agent of Contractor has or have a real or apparent conflict of interest, as further defined and described in 2 CFR 200.318(c)(1).

6.4 Contractor must disclose in writing to the Board any potential conflict of interest affecting the Agreement, in accordance with 2 C.F.R. 200.112.

6.5 The officers, employees, and agents of Contractor may neither solicit nor accept gratuities, favors, or anything of monetary value from any Subcontractor or Subcontractor Agreement.

6.6 The Contractor's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of Contractor.

6.7 Contractor shall ensure that the provisions of this Section 6 are included in all Subcontractor Agreements and other agreements where recipients utilize, in whole or in part, Contractor Funds.

SECTION 7
ASSIGNMENTS AND MODIFICATIONS

7.1 This Agreement may not be assigned by Contractor (whether in whole or in part) without the prior written consent of the Board, which consent may be granted or withheld by the Board in the exercise of the Board's sole and absolute discretion. Any purported assignment by Contractor in derogation of the requirements of this Section 7 shall be automatically null and void and of no effect.

7.2 No portion of this Agreement, in whole or in part, may be modified without the Contractor first submitting a written request for modification ("Modification") to the Board, which Modification will be decided in writing in the exercise of the Board's whole and absolute discretion. Any Modification undertaken by Contractor in derogation of the requirements of this Section 7 shall be automatically null and void and of no effect.

SECTION 8 **MONITORING**

8.1 The Board, the Treasury, and any other authorized oversight body including, but not limited to, the Government Accountability Office, the Treasury's Office of the Inspector General, or the Pandemic Relief Accountability Committee shall have the right, at any time and for any reason, to monitor by audit, or any other means ("monitor" or "monitoring") Contractor's use of the Contractor Funds under this Agreement, or to monitor any of Contractor's Subcontract Agreement. Monitoring of Contractor or Subcontract Agreement shall be at the complete discretion of the Board, the Treasury, or the authorized oversight body, which will include, but is not limited to, Contractor's fiscal operations and compliance with the terms, conditions, and attachments of this Agreement. Monitoring includes access to all data, information, documents, books of account, and records, including financial statements, created and maintained under or related to this Agreement. Contractor shall ensure that the monitoring provisions of this Section 8 are included in the award documents and agreements for all Subcontract Agreements at all tiers, as required by this Agreement and applicable federal law, and in substantially the same form as set forth in this Agreement. Contractor agrees to fully cooperate with any monitoring under this Section 8, and understands that a failure to cooperate shall constitute grounds for termination for cause under Section 15 of this Agreement. Pursuant to Section 26 of this Agreement, the Board's rights under this Section extend to one (1) calendar year following the end of the Agreement Period.

8.2 If it is discovered that Contractor or any Contractor Subcontractor is not in compliance with Contractor's obligations under this Agreement (whether or not the Board has declared Contractor to be in default under Sections 13 and 15 of this Agreement), Contractor may be subject to sanctions which may include warnings, audits, termination, demand for the return of funds, and/or suspension/debarment from participation in future Agreements.

SECTION 9 **RECORD KEEPING**

9.1 Contractor and all Contractor's Subcontractors shall keep and maintain detailed records of all expenditures of Contractor or Contractor's Subcontract Agreement(s). Examples of such records include, but are not limited to, invoices, agreements, vouchers, payroll, and financial and bank records. Contractor agrees to employ standard business accounting practices and to otherwise

maintain records sufficient to demonstrate that the Contractor Funds provided have been expended in accordance with ARPA, the FR and this Agreement. Records must be clearly identifiable and related to this Agreement and provide sufficient information to detail how each expenditure complies with ARPA, the FR, and this Agreement. Contractor shall track and document its expenditures using the categories of expenditures as provided in the FR, and in a manner that allows the Board to comply with the Board's reporting requirement in the FR and as further detailed by the Treasury in current and subsequent memoranda and guidance, all of which are hereby incorporated by reference into this Agreement.

9.2 The Board, the Treasury, the Comptroller General of the United States, or any of their authorized representatives, will have access to and the right at any time during normal business hours to examine, monitor, audit, excerpt, transcribe, and copy any records or files of Contractor involving transactions relating to this Agreement or any Subcontract Agreement(s), in any way. Contractor agrees to permit any of the forgoing parties to reproduce by any means or to copy excerpts or transcriptions as reasonably needed and agrees to cooperate with all such requests.

9.3 Contractor agrees to provide the Board, the Treasury, or an authorized representative of either, with access to construction or other work sites pertaining to work being completed under this Agreement.

9.4 Contractor agrees that the reporting and record keeping requirements specified in this Agreement are a material element of performance and that if, in the opinion of the Board, Contractor's record keeping practices and/or reporting to the Board are not conducted in a timely and satisfactory manner, Contractor shall be liable for the return of all of the Contractor Funds to the Board, upon demand by the Board.

9.5 Contractor and its Subcontractor(s) shall retain all records and documents relevant in any way to this Agreement until December 31, 2031.

9.6 In a manner substantially similar to Contractor's record keeping obligations found in this Section 9, Contractor shall require that its Subcontractor(s) document and track uses of the Contractor Funds, or determinations of eligibility for the Contractor Funds, and provide all such documentation to Contractor.

9.7 If Contractor fails to document any expenditure of the Contractor Funds by Contractor or its Subcontractors, as provided in this Section 9, Contractor will repay the Board all the Contractor Funds spent on unsupported or undocumented expenditures.

9.8 Contractor will fully cooperate with the Board, the Treasury, and the State of Connecticut, or any other authorized state or federal entity, in any investigations or audits into the use of the Contractor Funds.

9.9 All of the reports, information, data, etc., prepared or assembled by the Contractor or its Subcontractor(s) under this Agreement are confidential, and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the Board.

SECTION 10
REPORTING

10.1 The Contractor shall timely provide to the Board, Quarterly Reports as more fully described in Attachments D, and E. Additionally, Contractor shall promptly provide to the Board any requested data, information, documentation, and detail to assist the Board in its reporting requirements under ARPA or to substantiate the payment or request for payment of Contractor Funds.

10.2 Contractor shall register Contractor's Unique Entity Identifier (UEI) number at SAM.gov and maintain such number during the Contract Period.

10.3 Contractor shall include provisions similar to this Section 10 in its agreements with its Subcontractors, requiring the same level of record keeping that applies to Contractor.

SECTION 11
EQUAL OPPORTUNITY
DUTY NOT TO DISCRIMINATE

11.1 In performance of its obligations under this Agreement, Contractor shall not discriminate in any manner on the basis of race, creed, color, national origin, ancestry, sex, gender identity or expression, marital status, age, lawful source of income, intellectual disability, mental disability, learning disability, physical disability, including, but not limited to, blindness or deafness, status as a veteran or status as a victim of domestic violence. Contractor shall include provisions similar to this Section 11 in its agreements with Subcontract Agreement.

11.2 Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Chapter 60, "Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor."

11.3 In a manner consistent with 2 CFR §200.321, and Executive Orders 11625, 12432, and 12138, Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

11.4 Affirmative steps required pursuant to Section 11.3 of this Agreement must include:

- a. placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

- e. establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- f. using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- g. requiring all Subcontract Agreements to take the affirmative steps listed in this Section 11.

11.5 Contractor shall comply with:

- a. 42 U.S.C. §§ 2000d et seq. and the United States Treasury Department's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- b. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and the United States Treasury Department's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance;
- c. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- e. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

11.6 Contractor shall require all of its Subcontractors to comply with this Section 11.

SECTION 12
COMPLIANCE WITH OTHER APPLICABLE STATE AND
FEDERAL LAWS AND REGULATIONS

12.1 In addition to the laws, rules, and regulations specified in this Agreement, Contractor will comply with all applicable federal, state, and local laws, rules, codes, regulations, and ordinances, including Sections 12 ½ and 12 ¼ of the Ordinances of the City of New Haven.

12.2 Contractor understands, acknowledges and agrees that the following federal laws and

regulations apply to this Agreement without limitation:

- a. the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Agreement and subject to such exceptions as may be otherwise provided by Treasury. Subpart F, 2 C.F.R. Part 200.500, et seq., “Audit Requirements,” shall apply to this Agreement.
- b. 41 U.S.C. § 4712, “Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information” (protections for whistleblowers), which prohibits Contractor from discharging, demoting, or discriminating against an employee as a reprisal for disclosing to a person or body information that the employee reasonably believes is evidence of gross mismanagement of a federal agreement, a gross waste of federal funds, an abuse of authority relating to a federal agreement, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal agreement (including the competition for or negotiation of an agreement);
- c. 2 C.F.R. Part 25, “Universal Identifier and System for Award Management” (SAM) and as set forth in Section 10.2 of this Agreement;
- d. 2 C.F.R. Part 170, “Reporting and Executive Compensation Information;”
- e. 2 C.F.R. Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” and 2 C.F.R. Part 3000, “Nonprocurement Debarment and Suspension.” Accordingly:
 - (i) Contractor certifies, by signature to this Agreement, accepting Contractor Funds under this Agreement, or performing obligations under this Agreement, that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal or state department or agency. If Contractor is unable to certify to any portion of this statement, Contractor shall attach an explanation to this Agreement.
 - (ii) the certification(s) in this Section 11 are a material representation of fact relied upon by the Board. If it is later determined that Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the Board, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment;
 - (iii) this Agreement is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. Accordingly, Contractor is required to verify that none of Contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935);
 - (iv) Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part

3000, subpart C, and shall include a requirement that all Subcontract Agreements comply with this Section (e).

f. Federal procurement rules. When procuring goods or services using Contractor Funds, Contractor shall comply with all applicable federal procurement rules, as a “non-Federal entity,” including but not limited to 2 C.F.R. §§ 200.318 through 200.327, as well as Appendix II to 2 C.F.R. Part 200. Contractor shall maintain records sufficient to detail the history of procurement. These records will include, but are not limited to, the following: rationale for the method of procurement, selection of agreement type, contractor selection or rejection, and the basis for the Agreement price. Contractor shall include a requirement that all Subcontract Agreements comply with this Section 12(f).

g. 31 U.S.C. § 1352, “Limitation on Use of Appropriated Funds to Influence Certain Federal Agreement and Financial Transactions,” commonly known as the “Byrd Anti-Lobbying Amendment.” Contractor certifies that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal agreement, or any other award covered by 31 U.S.C. § 1352. Contractor shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from Contractor to the recipient who in turn will forward the certification(s) to the awarding agency.

h. “Agreement Work Hours and Safety Standards,” 42 U.S.C. §§ 3701 – 3708. All Agreements equal to or in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. § 3702 (“Work Hours”) and § 3704 (“Health and Safety Standards in Building Trades and Construction Industry”), as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Pursuant to 40 U.S.C. § 3702, Contractor and all Contractor’s Subcontractors shall be required to compute the wages of every mechanic and laborer based on a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or agreements for transportation or transmission of intelligence. Contractor shall include a requirement that all Subcontract Agreements comply with this Section 12(h).

(i). 42 U.S.C. § 7401, et seq. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended. Contractor agrees to report each violation of the Clean Air Act to the Board and understands and agrees that the Board will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office. Contractor agrees to include these requirements in each Subcontract Agreement or Subcontract Agreement exceeding

\$150,000 financed in whole or in part with the Contractor Funds. Contractor shall include a requirement that all Subcontractor Agreements comply with this Section 12(i).

(j). 33 U.S.C. 1251 et seq. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended. Contractor agrees to report each violation of the Federal Water Pollution Act to the Board and understands and agrees that the Board will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office. Contractor shall include a requirement that all Subcontract Agreements comply with this Section 12(j).

(k). Public Law 115-232, Section 889, for work, services, or goods provided to the Board under this Agreement. Contractor shall not procure or obtain, or enter, extend, or renew an agreement to procure or obtain equipment, services, or systems that use “covered telecommunications equipment or services” as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications equipment or services” include telecommunications or video surveillance equipment and services produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, and Dahua Technology Company, or any other company, including affiliates and subsidiaries, owned or controlled by the People's Republic of China. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, the following are prohibited to be used:

- (i) video surveillance and telecommunications equipment produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, and Dahua Technology Company, or any other company, including affiliates and subsidiaries of such entities;
- (ii) telecommunications or video surveillance services provided by or used by such entities listed in this section; and
- (iii) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Contractor shall include a requirement that all Subcontract Agreements comply with this Section 12(k).

12.3 Federal Funding Accountability and Transparency Act (“FFATA”). Contractor, where applicable, shall follow and abide by all requirements of the FFATA, (Public Law 109-282; September 26, 2006) as applicable.

12.4 Anti-Kickback Rules. Salaries of architects, draftsmen, technical engineers, and technicians

performing work under this Agreement shall be paid unconditionally and not less often than once a month without deductions or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934, as now codified in 18 U.S.C. § 874 and 40 U.S.C. § 3145. The Contractor shall comply with applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all Subcontract Agreements covering work under this Agreement to ensure compliance by Contractor's Subcontractors with such regulations and shall be responsible for the submission of affidavits required of Subcontract Agreements thereunder except as the Secretary of Labor may specifically provide for variations or exemptions from the requirements thereof.

12.5 Hatch Act. Contractor agrees to comply with the provisions of the Hatch Act (Title 5 USC, Sections 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

12.6 Connecticut General Statutes, Title 42, Chapter 738a, "Foreign Discriminatory Boycotts." To the extent that this Agreement has a total value of \$100,000 or more and that Contractor has ten (10) or more full-time employees, by signing this Agreement, Contractor certifies that it has read, understood, and will comply with Connecticut General Statutes Title 42 Chapter 738a, "Foreign Discriminatory Boycotts," is not involved in any prohibited boycott, and will not engage in any prohibited boycott for the duration of this Agreement.

12.7 The Contractor agrees to comply with any additional requirements set forth in Attachment C.

12.8 Contractor shall require all of its Subcontractors to comply with this Section 12.

SECTION 13 **DEFAULT**

It is hereby agreed, acknowledged, and understood by Contractor that any non- performance of the requirements and obligations of Contractor pursuant to this Agreement, or any breach of any term or condition of this Agreement by Contractor, shall constitute cause for the Board to declare Contractor in default of this Agreement and to terminate the Agreement for Cause under Section 15.1 of this Agreement.

SECTION 14 **FALSE STATEMENTS**

Contractor understands that making false statements or claims in connection with this Agreement shall be cause for immediate termination of this Agreement, may be a violation of federal and state law, and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreements, and/or any other remedy available by law.

SECTION 15 **TERMINATION OF THE AGREEMENT**

15.1 Termination for Cause – Right to Cure. This Agreement may be terminated for cause by the Board upon written notice of violations, default, and termination for cause (“Written Notice of Violations, Default, and Termination for Cause”) delivered to Contractor. Contractor agrees that the Written Notice of Violations, Default, and Termination may be delivered to the Contractor electronically. Contractor will be given five (5) Days after the date listed upon the Written Notification of Violations, Default, and Termination to cure and cease the violations, after which, should the violations not be cured, ceased, or otherwise remedied in a manner approved by, and to the complete satisfaction of the Board, the Board, in its sole discretion, may terminate this Agreement for cause effective upon the date listed on the Written Notice of Violations, Default, and Termination.

15.2 Termination for Cause – Immediate. The Board may immediately terminate this Agreement for cause if the Board determines that the Contractor engaged in fraud, misrepresentation, misappropriation, and/or gross mismanagement as determined by the Board in its sole discretion. The Board shall deliver the Written Notice of Violations, Default, and Termination in such case (which notice may be delivered electronically), to the Contractor and the termination of this Agreement will become effective upon delivery, and there shall be no right of the Contractor to cure.

15.3 Upon Termination of this Agreement for Cause under Section 15.1 or 15.2, Contractor shall immediately provide to the a written report and accounting of all Contractor Funds expended up to the date of termination, including Contractor Funds expended by Subcontract Agreements, and return any remaining balance of Contractor Funds to the Board. Upon termination of this Agreement for cause under Section 15.1 or 15.2, the Board shall have the right to pursue and exercise any remedy provided by law or equity and debar/suspend Contractor from receiving future contracts or agreements from the Board. The Contractor understands, acknowledges, and agrees that the time allowed for cure under Section 15.1 of this Agreement will not diminish or eliminate Contractor's liability for damages incurred by the Board related to or caused by the Contractor’s violations as set forth in the Written Notice of Violations, Default, and Termination.

15.4 If, after Termination of this Agreement for Cause, it is determined that Contractor was not in default, the rights and obligations of the Parties shall be the same as if the termination had been issued for convenience as provided in this Agreement. The rights and remedies contained in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

15.5 Termination Due to Non-Appropriation/Reduction of Funds or Changes in the Law. Upon twenty-four (24) hours written notice of Termination Due to Non-Appropriation/Reduction of Funds or Changes in the Law delivered to Contractor (which notice may be delivered electronically), this Agreement may be terminated in whole or in part if the Board determines in its sole discretion that:

- a. a change in Federal or State legislation or applicable laws materially affects the ability of either the Board or the Contractor to perform under the terms of this Agreement; or
- b. that a change in available funds affects the Board’s ability to pay under this Agreement.

A non-appropriation/reduction of funds or change in the law as used in this Section 15.5 includes, but is not limited to, a non-appropriation/reduction or change in ARPA funding for any reason, including as a result of a legislative act or by order of the President of the United States, the Governor of the

State of Connecticut, or the Mayor of the City. Upon delivery of written notice of Termination Due to Non-Appropriation/Reduction of Funds or Changes in the Law to the Contractor under this Section 15.5, the Contractor shall provide to the Board a written report and accounting of all Contractor Funds expended up to the date of the written notice of Termination Due to Non- Appropriation/Reduction of Funds or Changes in the Law, including Contractor Funds expended by Subcontract Agreements, and return any remaining balance of Contractor Funds to the Board. The effective date of termination under this Section 15.5 shall be twenty-four (24) hours after the date listed upon the written notice of Termination Due to Non-Appropriation/Reduction of Funds or Changes in the Law that the Board delivers to the Contractor. Contractor agrees that the Board's Termination Due to Non-Appropriation/Reduction of Funds or Changes in the Law shall not be deemed a termination for default nor shall it entitle Contractor, or Contractor's Subcontractors to any rights or remedies provided by law or this Agreement for breach of this Agreement by the Board or entitle Contractor or Contractor's Subcontractors any other claim or cause of action against the Board. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the Board from and against any and all actions, lawsuits, claims, damages, losses, judgements, liens, costs, expenses and reasonable counsel and consultant fees claimed by a Contractor Subcontractor, for Termination Due to Non- Appropriation/Reduction of Funds or Changes in the Law of this Agreement under this Section 15.5.

15.6 Termination for Convenience. The Board may terminate this Agreement for any reason or for no reason, upon at least thirty (30) Days' prior written notice of Termination for Convenience to Contractor (which notice may be delivered electronically) stating Board's intention to terminate this Agreement. Upon delivery of the written notice of Termination for Convenience under this Section 15.6, Contractor shall, within thirty (30) days of the date listed on the written notice of Termination for Convenience, provide to the Board a written report and accounting of all Contractor Funds expended up to the date of the written notice of Termination for Convenience, including Contractor Funds expended by Subcontract Agreements, and return any remaining balance of Contractor Funds to the Board. Contractor agrees that the Board's Termination for Convenience shall not be deemed a termination for default, nor shall it entitle Contractor or Contractor's Subcontractors to any rights or remedies provided by law or this Agreement for breach of this Agreement by the Board, or entitle Contractor or Contractor's Subcontractors any other claim or cause of action against the Board. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the Board from and against any and all actions, lawsuits, claims, damages, losses, judgements, liens, costs, expenses and reasonable counsel and consultant fees claimed by a Contractor Subcontractor for Termination for Convenience of this Agreement under this Section 15.7.

SECTION 16 **REIMBURSEMENT**

Notwithstanding the provisions of Section 15 of this Agreement, Contractor shall reimburse the Board for any Contractor Funds that are determined by the Board or the Treasury to have been not eligible, misused, or misappropriated, or not expended during the Contract Period. If the Board or the Treasury determines that Contractor has breached or failed to comply with any provision of this Agreement, or that Contractor has failed to comply with ARPA or the FR, Contractor will reimburse all or a portion of the Contractor Funds, with or without termination of this Agreement within forty-five (45) Days of the date written notice under this section (which notice may be delivered

electronically) is delivered to Contractor. The Board reserves the right to recover such Contractor Funds by any legal means. Contractor shall indemnify and hold harmless the Board for all suits, actions, claims, and related costs incurred by the Board in recovering such Contractor Funds, irrespective of whether such Contractor Funds are actually recovered.

SECTION 17
LICENSING AND STANDARD COMPLIANCE

By way of execution of this Agreement, Contractor acknowledges and affirms that Contractor currently meets all applicable licensing or other standards required by federal and state laws or regulations and ordinances of any municipality in which Contractor operates and will continue to comply with such licensing or other applicable standards and ordinances for the duration of this Agreement. Failure to secure or maintain a license is grounds for termination for cause of this Agreement. Contractor acknowledges that it is responsible for familiarizing itself with all such laws, regulations and ordinances complying with all of them.

SECTION 18
PUBLIC INFORMATION

Contractor agrees that this Agreement, Contractor's proposal, and any other document or record provided to the Board in relation to this Agreement, are public documents and may be available for public and private distribution in accordance with the State of Connecticut's General Records Retention Schedules for Municipalities and are subject to disclosure in accordance with the provisions of the State of Connecticut Freedom of Information Act. Contractor gives the Board express permission to make copies of and disclose this Agreement, invoices, and supporting documentation in accordance with the State of Connecticut's General Records Retention Schedules for Municipalities.

SECTION 19
OVERPAYMENT/AUDIT EXCEPTIONS/DISALLOWANCES

Contractor agrees that if the Board or the Treasury determines that payments to Contractor or the use of Contractor Funds by Contractor or by Contractor's Subcontractors were incorrectly reported or were expended in a manner inconsistent with ARPA, the FR, this Agreement, and other applicable laws, Contractor will return to the Board funding in the amount equal to the amount of Contractor Funds found to be improperly expended. Upon written request delivered to Contractor (which delivery may be made electronically) the Contractor will immediately refund to the Board any overpayments as determined by the Board, the Treasury, or any audit and contemporaneously provide a complete written accounting of all Contractor Funds expended by the Contractor and Contractor's Subcontractors.

SECTION 20
WAIVER

The Board and Contractor agree that a waiver of any right, power, or privilege by either the Board or the Contractor shall not be construed as a waiver of any subsequent right, power, or

privilege by the Board or the Contractor.

SECTION 21
ORDER OF PRECEDENCE

21.1 In the event of any conflict between the terms and conditions of this Agreement and ARPA and the FR, or any conflict between the terms and conditions set forth in the body of this Agreement and any Attachment to this Agreement, the order of precedence shall be:

- a. ARPA and the FR;
- b. this Agreement;
- c. Attachment A.

21.2 Except as set forth in the order of precedents described in Section 21.1 above, any provision which purports to limit the rights of the Board and attached to this Agreement shall be null and void.

SECTION 22
SURVIVAL OF TERMS

22.1 Termination or expiration of this Agreement shall not extinguish or prejudice the Board's right to recoup or otherwise recover Contractor Funds from Contractor if the Treasury finds that the Contractor Funds provided to Contractor were provided to Contractor, or expended by Contractor, in violation of ARPA, including the FR.

22.2 Additionally, termination or expiration of this Agreement shall not extinguish or prejudice the Board's right to enforce this Agreement with respect to any default or liability under this Agreement and its Attachments.

SECTION 23
SEVERABILITY

The invalidity or unenforceability of any provision, term, or condition of this Agreement shall not affect the validity or enforceability of any other provision, term, or condition of this Agreement, which shall remain in full force and effect.

SECTION 24
ERRORS AND OMISSIONS

Contractor shall not take advantage of any errors and/or omissions in this Agreement. Contractor must promptly notify the Board of any errors and/or omissions that are discovered, and Contractor and the Board (at the Board's discretion) shall enter into an agreement rectifying such error or omission, to be attached to this Agreement.

SECTION 25
ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes all other prior and contemporaneous agreements and understandings between the Parties, whether oral or written.

SECTION 26
EFFECTIVE DATE AND TERMINATION

This Agreement is effective upon the Effective Date (the “Effective Date”) and will terminate one (1) calendar year following the end of the Contract Period. Nothing in Section 26 shall relieve the Contractor from completing the Scope of Services set forth in Attachment A during the Contract Period. It is understood and agreed by the Contractor that in no event will the Board or City obligate any additional ARPA funds after December 31, 2024, and it is further understood that in no event will the Board or City pay any ARPA funds to the Contractor under this Agreement after December 31, 2026.

SECTION 27
MISCELLANEOUS

27.1 Rights to Inventions. Agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government, the Board, and Contractor in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Agreements, Agreements, and Cooperative Agreements,” and any applicable implementing regulations.

27.2 Buy USA – Domestic Preference for Certain Procurements Using Federal Funds. Contractor shall, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Section 27.2 shall be included in any Contractor Subcontract Agreement. For the purposes of this Section 27.2:

- a. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- b. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

27.3 Procurement of Recovered Materials

a. In the performance of this Agreement, Contractor shall make maximum use of products containing recovered materials that are items designated by the United States Environmental Protection Agency (the “EPA”) unless the product cannot be acquired:

- (i) competitively within a timeframe providing for compliance with this Agreement performance schedule;
- (ii) meeting Agreement performance requirements of this Agreement; or
- (iii) at a reasonable price.

b. Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act, (Public Law 89–272; October 20, 1965 and as amended through Public Law 117-58, November 15, 2021).

27.4 Publications. Any publications produced with Contractor Funds must display the following language:

“This project [is being] [was] supported, in whole or in part, by Federal Award Identification Number SLFRP3212 awarded to the City of New Haven by the U.S. Department of the Treasury.”

27.5 Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for Contractor’s employees when operating company-owned, rented, or personally owned vehicles.

27.6 Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

27.8 Personnel

a. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Board.

b. All the services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State or local law to perform such services.

c. No person who is serving a sentence in a penal or correctional institution shall be

employed on work under this Agreement. The foregoing sentence shall not be interpreted to interfere with the Contractor's compliance with the Board's Ban the Box requirements.

27.9 Discrimination Because of Certain Labor Matters Related to Construction Agreements. No person employed on the work covered by this Agreement shall be discharged or in any way discriminated against because it has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.

27.10 Withholding of Salaries. If, in the performance of this Agreement, there is any underpayment of salaries by the Contractor or by any Subcontractor, the Board shall withhold from the Contractor out of payments due to him an amount sufficient to pay to employees underpaid the difference between the salaries required hereby to be paid and the salary actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Board for and on account of the Contractor or Subcontractor to the respective employees to whom they are due.

27.11 Claims and Disputes Pertaining to Salary Rates. Claims and disputes pertaining to salary rates or to classifications of architects, draftsmen, technical engineers, and technicians performing work under this Agreement shall be promptly reported in writing by the Contractor to the Board, and the City's decision regarding such claims and disputes shall be final. Particularly with respect to this Section and Section 5 above, the Board reserves the right to inspect Contractor's records with respect to this Agreement and specifically, without limiting the generality of the foregoing, payroll and employee records with respect to the work performed pursuant to this Agreement.

SECTION 28 **INSURANCE**

28.1 The Contractor shall purchase from and maintain in a company or companies with an A- or greater A.M. Best & Co. rating, acceptable to the Board and lawfully authorized to do business in Connecticut.

28.2 The insurance required from the Contractor to satisfy this Agreement is set forth in the "City of New Haven Risk Insurance Template 098 ("Rider"), which Rider is attached and fully incorporated and made part of this Agreement. Subject to the requirements set forth in Section 28.6, it shall be the Contractor's sole responsibility to ensure that the insurance required by this Agreement is maintained during the Contract Period. To the extent that any insurance policy required by this Agreement ends before the Contract Period, the Contractor shall provide the Board with updated proof of the insurance required by the Rider that will, at a minimum, cover the remaining term of the Contract Period. The updated proof of insurance will be provided to the Board no later than thirty (30) days before the expiration of any insurance required by this Agreement.

28.3 The limits of Commercial General Liability insurance required by the Rider can be provided by a combination of an Umbrella and/or Excess Liability policy(ies).

28.4 The coverage required by this Section 28 must include the following endorsements:

- a. Blanket Contract Agreement Liability for liability assumed under this Agreement;

b. Severability of Interests; and

c. That the insurance provided is to be primary for the Board, and all other indemnities named in this Agreement.

28.5 The insurance required pursuant to this Section 28 shall be written for not less than the limits of liability specified herein or as required by law, whichever coverage is greater. Subject to Section 28.6, the insurance required by this Section 28 shall extend for the length of the Contract Period.

28.6 Insurance coverage written on an occurrence basis shall be maintained without interruption throughout the Contract Period from the Effective Date. If liability coverage is written on a claims-made basis, "tail" or "extended reporting period" coverage will be required at the expiration of the Contract Period for a duration of twenty-four (24) months, or the maximum time reasonably available in the marketplace. The Contractor shall furnish certification of "tail" coverage as described or continuous "claims-made" liability coverage for twenty-four (24) months following the expiration of the Term. Continuous claims-made coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the Effective Date. If continuous claims-made coverage is used, the Contractor shall be required to keep the coverage in effect for the duration of not less than twenty-four (24) months from the date of expiration of the Term or, if appropriate, from earlier termination of this Agreement. For all policies required hereunder Contractor hereby waives (or shall cause to be waived) subrogation against the Board and any and all other indemnitees provided for in this Agreement, and shall name the Board as Certificate Holder and, except for Worker's Compensation and Professional Liability, an additional insured. Further, each such policy shall provide that the insurance company will endeavor to give a minimum of thirty (30) days' written notice to the Board prior to any modification or cancellation (except for reason of non-payment of premium which shall be ten (10) days' notice) of any such insurance coverage and such notice shall be directed to the Board in accordance with the notice provisions of the Agreement.

28.7 The Contractor shall notify the Board in writing whenever fifty percent (50%) of the aggregate limits required hereunder are eroded during the required coverage period (the "Insurance Erosion Notice"). The Insurance Erosion Notice will be provided to the Board within seven (7) Days of occurrence and the Contractor shall supplement the Insurance Erosion Notice as additional aggregate limits of erosion greater than fifty (50%) occur. If the aggregate limit is eroded to the full limit, The Contractor agrees that the Contractor will immediately inform The Board through the Insurance Erosion Notice and immediately reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium(s) for such shall be paid by the Contractor.

28.8 Unless requested otherwise by the Board, Contractor and Contractor's insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the Board.

28.9 Any deductible or self-insured retention must be declared to, and approved by, the Board in writing. All deductibles or self-insured retentions are the sole responsibility of Contractor to pay and/or to indemnify the Board.

28.10 The Contractor agrees to provide proof of insurance in a manner acceptable to the Board and as set forth in this Section at the time of the closing of this Recipient Agreement. The Contractor agrees to provide proof of insurance acceptable to the Board and as set forth in Section 28(h) immediately upon procurement, but in any case no more than seven (7) Days from procurement.

SECTION 29
NOTICES

Except as otherwise provided in this Agreement, any notice or approval required or permitted to be given under this Agreement shall be in writing and shall be given by certified mail return receipt requested or by overnight delivery courier or such other means as may be agreed to by the parties in writing with a copy addressed to the party for whom it is intended as follows:

IF TO CONTRACTOR:

P.O Box 2419
Meriden, CT 06450
Attn: Eric Francis, CEO
eric@trifectaecosystems.com

IF TO THE BOARD:

Board of Education
165 Church St, New Haven, CT 06510
Attn: Robert McCain, Science Department Supervisor
robert.mccain@new-haven.k12.ct.us

With a copy to:

Office of the Corporation Counsel
City of New Haven
165 Church Street, 4th Floor
New Haven, Connecticut, 06510
Attn: Michael P. Bowler, Assistant Corporation Counsel
mbowler@newhavenct.gov

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SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, the Board and Contractor have executed this Agreement, and Contractor certifies that all representations made by Contractor are true and correct and that Contractor will abide by the terms and conditions of this Agreement.

CONTRACTOR

BOARD

TRIFECTA ECOSYSTEMS, INC.

CITY OF NEW HAVEN
BOARD OF EDUCATION

By: _____

Eric Francis
CEO

By: _____

Dr. Orlando Yarborough III
President

Date: _____

Date: _____

Approved for Form and Correctness

By: _____

Michael P. Bowler
Assistant Corporation Counsel

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ATTACHMENT A

Scope of Services

Project Budget

Compensation Schedule from Contract Funds

Quarterly Reporting

TRIFECTA ECOSYSTEMS, INC.

2025-CON-0174

**ATTACHMENT A
STATEMENT OF
WORK
SCOPE OF SERVICES**

- I. Title and Contract Description:** This Section I summarizes the purpose of the Contract, and includes a Contract title and description, and a list of funding sources. It is not intended to define the actual scope of work to be performed by the Contactor which is contained in Section II below.

The Contractor agrees to fulfill a Contract entitled: High School In the Community Connecticut Grown for Connecticut Kids Grant Proposal funded by the American Rescue Plan Act.

Through the work of this Contract, the Contractor shall establish a shipping container farm with a focus on 75% mushroom and 25% greens production to significantly enhance High School in the Community’s farm-to-school program, providing students with a dynamic and comprehensive experience in advanced agricultural techniques, resonating with the school's theme of leadership and social justice.

As a result of this Contract, the Contractor shall enhance student engagement in sustainable agriculture, business management, and social entrepreneurship by the end of the 2026 school year with at least 75% of students demonstrating improved knowledge, skills, and awareness of social and environmental impacts. Additionally, the Contractor shall achieve operational and financial sustainability of the Weekly Harvest Micro Business program by December 2025, with a target of \$5,000 in revenue and over 80% customer satisfaction emphasizing social enterprise aspects in business operations. A customer base of 50+ shall be established in the first year, focusing on quality, reliability, and educational/social value with a 70% retention rate, building strong, community-focused relationships.

II. Contract Amount, Completion Date and Tasks:

The Contract amount shall not exceed \$250,000.00. The Contract shall be completed by April 14, 2026. The Contractor shall perform the Contract tasks at 175 Water St, New Haven, CT 06511.

Contractor is solely responsible for the performance of this Contract. Contractor shall monitor the performance of any subcontractors retained to assist with performance. Contractor shall ensure that any subcontract complies with the terms of this Contract.

- A.** Through completion of the following tasks, the Contractor shall formalize agreement with a Subcontractor to execute elements of this project.

Tasks

1. Complete execution of agreement with Subcontractor.

- B.** Through completion of the following tasks, the Contractor shall purchase a shipping container to grow food and promote farm to school programs in Connecticut and prepare the site for the shipping container.

Tasks

1. Contractor may utilize Subcontractor to purchase necessary materials and supplies and equipment including the shipping container, growing medium and supplies such as seeds, etc.
2. The purchase of one (1) shipping container with a Subcontractor shall be for the purpose of growing food to be dispersed and/or sold through established farm to school relationships.
3. Engage a Subcontractor to conduct site excavation, soil grading, and general preparation of the area where the shipping container shall be sited.
4. The Subcontractor shall cause to occur the preparation of a base and the installation of four supporting piers for the shipping container.

- C. Through completion of the following tasks, the Contractor shall receive delivery of the shipping container.
- Tasks**
1. Engage a Subcontractor to provide the crane necessary to assist in the installation of the shipping container.
 2. Take delivery of the shipping container from Subcontractor.
- D. Through completion of the following tasks, the Contractor shall ensure the Subcontractor establishes electrical and water components of the shipping container to existing infrastructure.
- Tasks**
1. The Subcontractor shall cause to occur the electrical rough-in for shipping container.
 2. The Subcontractor shall cause to occur the extension of plumbing and plumbing infrastructure for shipping container.
 3. Install hydroponic system growing system within shipping container from Subcontractor.
- E. Through completion of the following tasks, the Contractor shall begin operation of student training program such as Weekly Harvest Micro-Business.
- Tasks**
1. Develop lesson plans and curriculum for students on Weekly Harvest Micro-Business including milestones for activity development, community engagement, direct classroom support, and remote and onsite assistance.
 2. Train on-site staff in running and operating the shipping container growing equipment, which may include training offered by the Subcontractor.
- F. Through completion of the following tasks, the Contractor shall begin planting, monitoring, and harvesting crops within the shipping container.
- Tasks**
1. Begin production of produce at shipping container and retain data and information compiled on production and distribution as provided in Exhibit E.
 2. Purchase seeds and other planting materials for use in the shipping container.
 3. Develop and utilize a crop plan.
- G. Through completion of the following tasks, the Contractor shall continually produce, harvest, and distribute and/or sell crops to farm to school initiatives from the shipping container.
- Tasks**
1. Plan, plant, grow, harvest, and distribute and/or sell crops through farm to school programming such as delivering to High School in the Community cafeteria.
- H. Through completion of the following tasks, the Contractor shall maintain accurate records of all produce grown, harvested, and distributed and/or sold from the shipping container.
- Tasks**
1. Complete monthly report forms each month for submission with Mid-Project and Final Reports.
 2. Keep records of crop plans, total number of plants, harvest, waste, and where and how harvested crops are distributed (sold, donated, and to what market?).
- I. Through completion of the following tasks, the Contractor shall train the teachers at the school on lessons and implement shipping container lessons into the curriculum.
- Tasks**
1. Hold a teacher training on lesson plans created from initial planning in the shipping container.
 2. Integrate initial lessons into on-going school curriculums.
- J. Contractor Project Manager shall attend monthly meetings with DOAG Program Coordinator where Contractor shall report on the status of all tasks and provide other information or documentation as requested by DOAG.
- K. Through completion of the following tasks, the Contractor shall track the number of students impacted and the

project outcomes and impacts as described here in the final report.

Tasks

1. The Contractor shall track and compile the following information:
 - a. High School in the Community / City of New Haven Project Manager
 - b. Subcontractor Project Manager
 - c. Number of students engaged annually across all programs
 - d. Number of students engaged in sustainable agriculture coursework annually
 - e. Number of students engaged in business management and social entrepreneurship classes annually
 - f. Pre- and post- assessment demonstrating improved knowledge, skills, and awareness of social and environmental impacts of students at least 75%.
 - g. Progress and viability of Weekly Harvest Micro Business program.
 - i. Were target dates met? Why or why not?
 - ii. Was it successful? Why or why not?
 - iii. Will it be utilized moving forward? Why or why not?
 - iv. How much revenue was generated? Goal of \$5,000
 - v. How many customers were created? Goal of 50+
 1. What was the retention rate?

J. Timeline

Contract Task	Anticipated Completion
<i>Tasks in Section II, A, Task 1</i>	November 13, 2024
<i>Tasks in Section II, B, Task 1</i>	May 1, 2025
<i>Tasks in Section II, C, Task 1-2</i>	May 15, 2025
<i>Tasks in Section II, D, Task 1-3</i>	June 30, 2025
<i>Tasks in Section II, E, Task 1-2</i>	September 1, 2025
<i>Tasks in Section II, F, Task 1-3</i>	October 15, 2025
<i>Tasks in Section II, G, Task 1-2</i>	November 26, 2025
<i>Tasks in Section II, H, Task 1-2</i>	June 1, 2024 – March 15, 2026
<i>Tasks in Section II, I, Task 1-2</i>	June 17, 2025
Complete and submit Mid-Project reporting requirements in accordance with Exhibit E to DOAG staff.	July 15, 2025
Complete and submit Final reporting requirements in accordance with Exhibit E to DOAG staff.	March 13, 2026

**PROJECT BUDGET
COMPENSATION SCHEDULE**

The maximum amount payable under this Contract is **Two Hundred Fifty Thousand Dollars (\$250,000.00)**.

- A. The payments by the Commissioner shall allow for use of funds to meet allowable financial obligations incurred in conjunction with this Contract, prior to expiration of this Contract, provided that the total sum of all payments shall not exceed the maximum Contract amount noted above.
- B. Contract funds shall be paid only after successful completion of the project including verification by DOAG that the shipping container unit is installed and operating and submission of documentation to Program Coordinator of all necessary final reporting and invoicing as further described in Exhibit E below.
- C. Excise, sales, and use taxes are an unallowable expenses and will not be reimbursed whether incurred by the Contractor or any subcontractors. Such expenses are entirely the responsibility of Contractor.
- D. Following completion of the Contract to the Commissioner's satisfaction, the review and approval of a final report, final financial report, and associated documentation demonstrating that all the elements of Exhibit A have been met, final payment shall be issued.
 - 1. Final payment shall only be processed and is contingent upon receipt of detailed invoices in accordance with Exhibit E below, with any required supporting documentation, subject to review and approval by DOAG.
 - 2. Total sum of all payments shall not exceed the total Contract award.
 - 3. Incomplete work shall not be reimbursed under this Contract.
- E. All expenses and expense documentation associated with the total Contract costs, including match expenses (cash or in-kind) if applicable, shall accompany the final financial report to justify the eligible reimbursement amount. Such expense documentation shall include the following, as applicable:
 - 1. Detailed/itemized invoices showing a zero balance.
 - 2. Detailed/itemized invoices with proof of payment. Proof of payment may include a copy of a cancelled check, credit card payment, among others.
 - 3. Timesheets showing hours worked for proof of expense eligibility.
 - 4. Bills of Lading
 - 5. COD receipts
- F. Invoices from the Contractor to DOAG identifying the amount to be paid, must include the purchase order number, Contract title, dates and description of services covered by the invoice, and shall be submitted to:
 - Project Coordinator
 - Department of Agriculture
 - Bureau of Ag Development & Resource Conservation
 - 450 Columbus Blvd., Suite 703
 - Hartford, CT 06103
 - Email: Hannah.carty@ct.gov

The final invoice shall be submitted to the Program Coordinator along with the final report and final financial report at least 30 days prior to Contract end date.

G. If the Contractor cannot complete the Contract, or expends less than the previously disbursed Contract amount, the Contractor shall reimburse DOAG for any funds received for incomplete work. Any overpayments must be refunded to the DOAG through a check made payable to "State of Connecticut" within 90 days after the Contract expiration date.

H. The ability to obtain Contract funds shall terminate on April 14, 2026.

I. **Budget:** The Contractor shall adhere to the budget below. The Contractor is responsible for supplying as many staff hours as may be necessary to meet the Contract work requirements. The Contractor shall maintain and keep internal records of staff time. DOAG reserves the right to request internal time records if necessary. See Exhibit B above: Payment Terms for additional information. Funds shall be distributed to the Contractor as outlined in Exhibit B: Payment Terms.

Expense Category	Contract Funds	Total Cost
Salary & Fringe	\$4,963.65	\$4,963.65
Subcontract/Consultant	\$245,036.35	\$245,036.35
Subtotal	\$250,000.00	\$250,000.00
	Contract Amount Not to Exceed: \$ 250,000.00	Total Amount: (\$ 250,000.00)

J. Budget Justification:

- i. Salaries & Fringe:
 - 1. Teacher Stipends: Two (2) at \$1,152.00 per year for 2 years = \$4,608.00
 - 2. Fringe at 7.72% = \$355.65
- ii. Subcontract/Consultant = \$245,036.35
 - 1. Services:
 - a. Farm Technician = \$49,000.00
 - 2. Rental of Equipment:
 - a. Crane for the installation and delivery of the shipping container = \$7,500.00
 - 3. Equipment:
 - a. Purchase and delivery of shipping container = \$116,950.00
 - 4. Subcontract/Consultant:
 - a. Concrete and site prep subcontractor = \$4,000.00
 - b. Electrical subcontractor = \$7,800.00
 - c. Plumbing subcontractor = \$3,500.00
 - d. Training subcontractor = \$22,000.00
 - 5. Materials & Supplies:
 - a. Inoculated Mushroom Bags such as Oyster Mushrooms, 13 Pallets @ \$1,150.00 per pallet = \$14,950.00
 - b. Inoculated Mushroom Bags such as Lions Mane Mushrooms, 7 pallets @ \$1,530.05 per pallet = \$10,710.35
 - 6. Seeding and Hydroponic Consumables such as seeds, planting materials, and necessary consumable items estimated budget \$8,500.00.

ATTACHMENT C FEDERAL PROVISIONS

1. APPLICABILITY OF PROVISIONS

- 1.1. The Agreement to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Agreement, or any attachments or exhibits incorporated into and made a part of the Agreement, the provisions of these Federal Provisions shall control.
- 1.2. The State of Connecticut is accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the SLFRF statute, SLFRF Award Terms and Conditions, Treasury's Final Rule, and reporting requirements, as applicable.
- 1.3. Additionally, any subrecipient that issues a subaward to another entity (2nd tier subrecipient), must hold the 2nd tier subrecipient accountable to these provisions and adhere to reporting requirements.
- 1.4. These Federal Provisions are subject to the Award as defined in § 2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Connecticut agency or institutions of higher education.

2. DEFINITIONS

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
 - 2.1.1. "Award" means an award of Federal financial assistance, and the Agreement setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
 - 2.1.2. "Entity" means:
 - 2.1.2.1. a Non-Federal Entity;
 - 2.1.2.2. a foreign public entity;
 - 2.1.2.3. a foreign organization;
 - 2.1.2.4. a non-profit organization;
 - 2.1.2.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
 - 2.1.2.6. a foreign non-profit organization (only for 2 CFR part 170) only);
 - 2.1.2.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR § 200.1); or
 - 2.1.2.8. a foreign for-profit organization (for 2 CFR part 170 only).
 - 2.1.3. "Executive" means an officer, managing partner or any other employee in a management position.
 - 2.1.4. "Expenditure Category (EC)" means the category of eligible uses as defined by the US Department of Treasury in "Appendix 1 of the Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available www.treasury.gov
 - 2.1.5. "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR § 200.1
 - 2.1.6. "Grant" means the Agreement or Grant to which these Federal Provisions are attached.
 - 2.1.7. "Grantee" means the party or parties identified as such in the Grant to which these Federal Provisions are attached.
 - 2.1.8. "Non-Federal Entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.

- 2.1.9. “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
- 2.1.9.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
 - 2.1.9.2. Is not organized primarily for profit; and
 - 2.1.9.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 2.1.10. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.11. “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 2.1.12. “Prime Recipient” means the Connecticut State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 2.1.13. “Subaward” means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR § 200.101. The term does not include payments to a Contractor or payments to an individual that is a beneficiary of a Federal program.
- 2.1.14. “Subrecipient” or “Subgrantee” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program.
- 2.1.15. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year (see 48 CFR § 52.204-10, as prescribed in 48 CFR § 4.1403(a)) and includes the following:
- 2.1.15.1. Salary and bonus;
 - 2.1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 2.1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 2.1.15.4. Change in present value of defined benefit and actuarial pension plans;
 - 2.1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 2.1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 2.1.16. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by § 6202 of Public Law 110-252.

2.1.17. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

2.1.18. “Unique Entity ID Number” means the twelve-character alphanumeric ID assigned to an entity by SAM.gov to uniquely identify a business entity.

3. COMPLIANCE

3.1. Grantee shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Connecticut, at its discretion, may provide written notification to Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

3.2. Per US Treasury Final Award requirements, grantee programs or services must not include terms or conditions that undermine efforts to stop COVID-19 or discourage compliance with recommendations and CDC guidelines.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY IDENTIFIER (UEI) REQUIREMENTS

4.1. SAM. Grantee shall maintain the currency of its information in SAM until the Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Grantee shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

4.2. UEI. Grantee shall provide its UEI number to its Prime Recipient, and shall update Grantee’s information in SAM at least annually after the initial registration, and more frequently if required by changes in Grantee’s information.

5. TOTAL COMPENSATION

5.1. Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

5.1.1. The total Federal funding authorized to date under the Award is \$30,000 or more; and

5.1.2. In the preceding fiscal year, Grantee received:

5.1.2.1. 80% or more of its annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.2. \$30,000,000 or more in annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.3. 5.1.2.3 The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. REPORTING

6.1. If Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. No direct payment shall be made to Grantee for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Grantee’s obligations under this Grant.

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR FEDERAL REPORTING

- 7.1. Reporting requirements in § 8 below apply to all awards made under SLFRF. If the total award is \$50,000 and above, the award is subject to FFATA reporting which will be completed by UST.
- 7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS

- 8.1. Grantee shall report as set forth below. Reports are expected to align with a single expenditure category (e.g., EC 2.34).
 - 8.1.1. Grantee shall use the SLFRF Subrecipient Quarterly Report Workbook as referenced in Exhibit E to report to the Grantor.

EC 1 – Public Health

All Public Health Projects (1.1 through 1.14)

- a) Description of structure and objectives
- b) Description of relation to COVID-19
- c) Identification of impacted and/or disproportionately impacted communities
- d) Capital Expenditures
 - i. Presence of capital expenditure in project
 - ii. Total projected capital expenditure
 - iii. Type of capital expenditure (from list of enumerated uses in Treasury guidance)
 - iv. Written justification (Required when total project cost is \$1 million or more)
 - v. Labor reporting (Required when total project cost is \$10 million or more)

COVID-19 Interventions and Mental Health (1.4, 1.11, 1.12, 1.13)

- a) Amount of total project used for evidence-based programs
- b) Evaluation plan description

COVID-19 Small Business Economic Assistance (1.8)

- a) Number of small businesses served

COVID-19 Assistance to Non-Profits (1.9)

- a) Number of non-profits served

COVID-19 Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (1.10)

- a) Sector of employer
- b) Purpose of funds

EC 2 – Negative Economic Impacts

All Negative Economic Impacts Projects (2.1 through 2.37)

- a) Description of project structure and objectives
- b) Description of project's response to COVID-19
- c) Identification of impacted and/or disproportionately impacted communities
- d) Amount of total project used for evidence-based programs and description of evaluation plan (*not required for 2.5, 2.8, 2.21-2.24, 2.27-2.29, 2.31, 2.34-2.36*)
- e) Capital Expenditures
 - i. Presence of capital expenditure in project
 - ii. Total projected capital expenditure
 - iii. Type of capital expenditure (from list of enumerated uses in the Treasury guidance)
 - iv. Written justification (Required when total project cost is \$1 million or more)
 - v. Labor reporting (Required when total project cost is \$10 million or more)

Household Assistance (2.1, 2.3-2.8)

- a) Number of households served

Assistance to Unemployed or Underemployed Workers (2.10)

- a) Number of workers enrolled in sectoral job training programs
- b) Number of workers completing sectoral job training programs
- c) Number of people participating in summer youth employment programs

Healthy Childhood Environments (2.11-2.13)

- a) Number of children served by childcare and early learning (*Federal guidance may change this requirement in July 2022*)
- b) Number of families served by home visiting (*Federal guidance may change this requirement in July 2022*)

Education Assistance (2.14, 2.24-2.27)

- a) National Center for Education Statistics (“NCES”) School ID or NCES District ID
- b) Number of students participating in evidence-based programs (*Federal guidance may change this requirement in July 2022*)

Housing Support (2.2, 2.15-2.18)

- a) Number of people or households receiving eviction prevention services (*Federal guidance may change this requirement in July 2022*)
- b) Number of affordable housing units preserved or developed (*Federal guidance may change this requirement in July 2022*)

Small Business Economic Assistance (2.29-2.33)

- a) Number of small businesses served

Assistance to Non-Profits (2.34)

- a) Number of non-profits served

Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (2.35-2.36)

- a) Sector of employer
- b) Purpose of funds
- c) If other than travel, tourism and hospitality (2.36) – description of hardship

EC 3 – Public Health – Negative Economic Impact: Public Sector Capacity

Payroll for Public Health and Safety Employees (EC 3.1)

- a) Number of government FTEs responding to COVID-19

Rehiring Public Sector Staff (EC 3.2)

- a) Number of FTEs rehired by governments

EC 4 – Premium Pay

All Premium Pay Projects

- a) List of sectors designated as critical by the chief executive of the jurisdiction, if beyond those listed in the final rule
- b) Numbers of workers served
- c) Employer sector for all subawards to third-party employers
- d) Written narrative justification of how premium pay is responsive to essential work during the public health emergency for non-exempt workers or those making over 150 percent of the state/county’s average annual wage
- e) Number of workers to be served with premium pay in K-12 schools

EC 5 – Infrastructure Projects

All Infrastructure Projects

- a) Projected/actual construction start date (month/year)

- b) Projected/actual initiation of operations date (month/year)
- c) Location (for broadband, geospatial data of locations to be served)
- d) Projects over \$10 million
 - i. Prevailing wage certification or detailed project employment and local impact report
 - ii. Project labor agreement certification or project workforce continuity plan
 - iii. Prioritization of local hires
 - iv. Community benefit agreement description, if applicable

Water and sewer projects (EC 5.1-5.18)

- a) National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)
- b) Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)
- c) Median Household Income of service area
- d) Lowest Quintile Income of the service area

Broadband projects (EC 5.19-5.21)

- a) Confirm that the project is designed to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds.
 - i. If the project is not designed to reliably meet or exceed symmetrical 100 Mbps download and upload speeds, explain why not, and
 - ii. Confirm that the project is designed to, upon completion, meet or exceed 100 Mbps download speed and between at least 20 Mbps and 100 Mbps upload speed, and be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.
- b) Additional programmatic data will be required for broadband projects and will be defined in a subsequent version of the US Treasury Reporting Guidance, including, but not limited to (*Federal guidance may change this requirement in July 2022*):
 - i. Number of households (broken out by households on Tribal lands and those not on Tribal lands) that have gained increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, with the number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download and number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload
 - ii. Number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) that have projected increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization, with the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.
 - iii. Narrative identifying speeds/pricing tiers to be offered, including the speed/pricing of its affordability offering, technology to be deployed, miles of fiber, cost per mile, cost per passing, number of households (broken out by households on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, number of households with access to minimum speed standard of reliable 100 Mbps

symmetrical upload and download, number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload, and number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization. Specify the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

All Expenditure Categories

a) Program income earned and expended to cover eligible project costs

8.1.2. A Subrecipient shall report the following data elements to Prime Recipient no later than five calendar days after the end of the month following the month in which the Subaward was made.

8.1.2.1. Subrecipient UEI Number;

8.1.2.2. Subrecipient UEI Number if more than one electronic funds transfer (EFT) account;

8.1.2.3. Subrecipient parent's organization UEI Number;

8.1.2.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

8.1.2.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

8.1.2.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.

8.1.3. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, the following data elements:

8.1.3.1. Subrecipient's UEI Number as registered in SAM.

8.1.3.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8.1.3.3. Narrative identifying methodology for serving disadvantaged communities. See the "Project Demographic Distribution" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. This requirement is applicable to all projects in Expenditure Categories 1 and 2.

8.1.3.4. Narrative identifying funds allocated towards evidenced-based interventions and the evidence base. See the "Use of Evidence" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. See section 8.1.1 for relevant Expenditure Categories.

8.1.3.5. Narrative describing the structure and objectives of the assistance program and in what manner the aid responds to the public health and negative economic impacts of COVID-19. This requirement is applicable to Expenditure Categories 1 and 2. For aid to travel, tourism, and hospitality or other impacted industries (EC 2.11-2.12), also provide the sector of employer, purpose of funds, and if not travel, tourism and hospitality a description of the pandemic impact on the industry.

8.1.3.6. Narrative identifying the sector served and designated as critical to the health and well-being of residents by the chief executive of the jurisdiction and the number of workers expected to be served. For groups of workers (e.g., an operating unit, a classification of worker, etc.) or, to the

extent applicable, individual workers, other than those where the eligible worker receiving premium pay is earning (with the premium pay included) below 150 percent of their residing state or county's average annual wage for all occupations, as defined by the Bureau of Labor Statistics Occupational Employment and Wage Statistics, whichever is higher, OR the eligible worker receiving premium pay is not exempt from the Fair Labor Standards Act overtime provisions, include justification of how the premium pay or grant is responsive to workers performing essential work during the public health emergency. This could include a description of the essential workers' duties, health or financial risks faced due to COVID-19 but should not include personally identifiable information. This requirement applies to EC 4.1, and 4.2.

8.1.3.7. For infrastructure projects (EC 5) or capital expenditures in any expenditure category, narrative identifying the projected construction start date (month/year), projected initiation of operations date (month/year), and location (for broadband, geospatial location data).

8.1.3.7.1. For projects over \$10 million:

8.1.3.7.1.1. Certification that all laborers and mechanics employed by Contractors and Subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the Agreement work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Act"). If such certification is not provided, a recipient must provide a project employment and local impact report detailing (1) the number of employees of Contractors and sub-contractors working on the project; (2) the number of employees on the project hired directly and hired through a third party; (3) the wages and benefits of workers on the project by classification; and (4) whether those wages are at rates less than those prevailing. Recipients must maintain sufficient records to substantiate this information upon request.

8.1.3.7.1.2. A Subrecipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. § 158(f)). If the recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing: (1) how the Subrecipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project; (2) how the Subrecipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project; and (3) how the Subrecipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities; (4) whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and (5) whether the project has completed a project labor agreement.

8.1.3.7.1.3. Whether the project prioritizes local hires.

8.1.3.7.1.4. Whether the project has a Community Benefit Agreement, with a description of any such agreement.

8.1.4. Subrecipient also agrees to comply with any reporting requirements established by the US Treasury, and the State of Connecticut Office of Policy and Management. The State of Connecticut may need additional reporting requirements after this agreement is executed. If there are additional reporting requirements, the State will provide notice of such additional reporting requirements via an amendment.

9. PROCUREMENT STANDARDS

- 9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR §§ 200.318 through 200.327 thereof.
- 9.2. Domestic preference for procurements (2 CFR § 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all Agreements and purchase orders for work or products under this award.
- 9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (“EPA”) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. ACCESS TO RECORDS

- 10.1. A Subrecipient shall permit Prime Recipient and its auditors to have access to Subrecipient’s records and financial statements as necessary for Recipient to meet the requirements of 2 CFR § 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR § 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

11. SINGLE AUDIT REQUIREMENTS

- 11.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient’s fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the federal Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR § 200.501.
 - 11.1.1. Election. A Subrecipient shall have a Single Audit conducted in accordance with Uniform Guidance 2 CFR § 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR § 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program’s statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
 - 11.1.2. Exemption. If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR § 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

- 11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR § 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

12. GRANT PROVISIONS FOR SUBRECIPIENT AGREEMENTS

- 12.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Grant.
 - 12.1.1. [Applicable to federally assisted construction Agreements.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all Agreements that meet the definition of “federally assisted construction Agreement” in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor.
 - 12.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. §§ 3141-3148).
 - 12.1.3. Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into an Agreement with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Agreements and Cooperative Agreements,” and any implementing regulations issued by the Federal Awarding Agency.
 - 12.1.4. Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), as amended. Agreements and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
 - 12.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). An award or contract (see 2 CFR § 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR § 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
 - 12.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- 12.1.7. Never Agreement with the enemy (2 CFR § 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never Agreement with the enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered Agreements, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- 12.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR § 200.216). Grantee is prohibited from obligating or expending loan or Grant Funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR § 200.216.
- 12.1.9. Title VI of the Civil Rights Act. The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d, *et seq.*), as implemented by the Department of Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d *et seq.*, as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

13. CERTIFICATIONS

- 13.1. Subrecipient Certification. Subrecipient shall sign a “State of Connecticut Agreement with Recipient of Federal Recovery Funds” Certification Form in **Exhibit D** and submit to State Agency with signed grant agreement.
- 13.2. Unless prohibited by Federal statutes or regulations, Prime Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR § 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR § 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. EXEMPTIONS

- 14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 14.2. A Grantee with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

15. EVENT OF DEFAULT AND TERMINATION

- 15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Connecticut may terminate the Grant upon thirty (30) calendar days prior written notice if the default remains uncured five calendar days following the termination of the thirty (30) day notice period. This remedy will be in addition to any other remedy available to the State of Connecticut under the Grant, at law or in equity.
- 15.2. Termination (2 CFR § 200.340). The Federal Award may be terminated in whole or in part as follows:
 - 15.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
 - 15.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
 - 15.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

- 15.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
- 15.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

**ATTACHMENT C
CONTRACTOR TERMS**

- 1) Subrecipients shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Grant:
 - a) **[Applicable to federally assisted construction Agreements.]** Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all Agreements that meet the definition of “federally assisted construction Agreement” in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR § 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor.
 - b) **[Applicable to on-site employees working on government-funded construction, alternation, and repair projects.]** Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).
 - c) Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into an Agreement with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Agreements and Cooperative Agreements,” and any implementing regulations issued by the Federal Awarding Agency.
 - d) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Agreements and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
 - e) Debarment and Suspension (Executive Orders 12549 and 12689). An award or contract (see 2 CFR § 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR § 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
 - f) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or

organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- g) Never Agreement with the enemy (2 CFR § 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never Agreement with the enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered Agreements, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- h) Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR § 200.216). Grantee is prohibited from obligating or expending loan or Grant Funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.
- i) Title VI of the Civil Rights Act. The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d, *et seq.*), as implemented by the Department of Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S. C. § 2000d *et seq.*, as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

Compensation Schedule and Quarterly Reporting

The Funds to be made available to Contractor pursuant to this Agreement shall be **Two Hundred and Forty-Five Thousand, Thirty-Six Dollars and Thirty-Seven Cents (\$245,036.37)**, from City fund **25606511-56697-0066**, through Purchase Order **96509304-004**, which Funds shall be used by Contractor solely in accordance with this Agreement and the Contractor's Scope of Services.

The terms, conditions, and payment schedule for the Contractor are set forth in Attachment A.

The Contractor shall prepare Quarterly Reports on Attachments B and C and deliver them to the Board in accordance with the provisions of Section 10 of this Agreement. "Quarterly" shall mean not later than the fifteenth day of the following end of each fiscal quarter (i.e. January 15, April 15, July 15, and October 15). In accordance with Section 10.1, the Contractor shall provide to the Board any additional data, information, and documentation that the Board requests either to assist the Board in reimbursing the Contractor or to assist the Board in its reporting requirements.

ATTACHMENT B

This form is required only for agreements exceeding \$100,000 -

31 CFR Part 21 – New Restrictions on Lobbying - CERTIFICATION REGARDING LOBBYING The undersigned certifies, to the best of their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, contract, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, contract, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the contract documents for all subcontracts, at all tiers (including subcontracts, subcontracts, and contracts under contracts, loans, and cooperative agreements), and that all contractors shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Date: _____

Signature of Contractor’s authorized official

(Print name of person signing above)

(Print title of person signing above)



ATTACHMENT C

City of New Haven
Office of Management and Budget
Justin M. Elicker, Mayor

AMERICAN RESCUE PLAN ACT (ARPA) QUARTERLY PERFORMANCE REPORT CONTRACTOR FORM

State, territorial, metropolitan city, county, Tribal governments, and Non-Entitlement Units that receive funding from the State and Local Fiscal Recovery Funds Programs are required to meet compliance and reporting responsibilities. This ensures an equitable, transparent, and responsible recovery for all Americans. Contractors who are awarded funding through the American Rescue Plan are required to provide quarterly data pertaining to the program for which they are awarded. Please note, the City may request additional information outside of this report per the Department of Treasury guidance and the Contractor is required to comply.

SECTION 1-SUMMARY OF CONTRACTOR INFORMATION:

Legal Name	
Address Line 1	
Address Line 2	
Address Line 3	
City	
Zip	
State	
Point of Contact Name & Email Address	
Is the Contractor registered in SAM.gov? (Enter "Yes" or "No")	Choose an item.
If yes, please provide SAM Unique Entity ID	
If no	
1. In the preceding fiscal year, did the recipient receive 80% or more of its annual gross revenue from federal funds?	Choose an item.
2. In the preceding fiscal year, did the recipient receive \$25 million or more of its annual gross revenue from federal funds?	Choose an item.
3. Is the "total compensation" for the organization's five highest paid officers publicly listed or otherwise listed in SAM.gov?	Choose an item.



City of New Haven
Office of Management and Budget
Justin M. Elicker, Mayor

If your cumulative award was **greater than \$50,000**, please fill out section 2A. If your cumulative award was **less than \$50,000**, please fill out section 2B. **The Contractor should only fill out either 2A or 2B. Section 2C is required for both cumulative award amount types (<\$50K, >\$50K)**

SECTION 2A-PLEASE PROVIDE GENERAL INFORMATION FOR EACH OR DIRECT PAYMENT OF FEDERAL FUNDING GREATER THAN \$50,000 PROVIDED UNDER THIS PROGRAM. YOU WILL NEED TO PROVIDE DETAILED INFORMATION ON THE AMOUNT, DATE, PERIOD AND PLACE OF PERFORMANCE, AND A BRIEF DESCRIPTION OF THE OR DIRECT PAYMENT AND ITS UNDERLYING ELIGIBLE USE. IN ADDITION, YOU WILL ALSO ASSOCIATE THE OR DIRECT PAYMENT WITH THE RELEVANT PROJECT/FAIN AND CONTRACTOR. SECTION 2A-SUMMARY OF ARPA INFORMATION:

Number <i>(provided by the City)</i>	
Type	Choose an item.
Amount (Obligation)	
Date	
Period of Performance Start	
Period of Performance End	
Quarterly Reporting Period	
Place of Performance Address 1	
Place of Performance Address 2	
Place of Performance Address 3	
Place of Performance City	
Place of Performance State	
Place of Performance Zip+4	

SECTION 2B-SUMMARY OF ARPA INFORMATION:



City of New Haven
Office of Management and Budget
Justin M. Elicker, Mayor

For disbursements **less than \$50,000**, please provide the aggregate expenditures and obligations for the current reporting period and total to date. Your organization must assign project and identifiers to each aggregate expenditure.

Project Name*	
Project Identification Number	
Type (Aggregates)	
Project Expenditure Category**	
Total Period Expenditure Amount	
Total Period Obligation Amount	
Period of Performance Start	
Period Performance End	
Quarterly Reporting Period	

SECTION 2C-PROJECT OBLIGATIONS, EXPENDITURES, AND STATUS:

For both cumulative awards greater than \$50,000 and less than \$50,000: once a project is entered into the Treasury Portal, the recipient will be able to report on the project's obligations and expenditures. Recipients will be asked to report:

Cumulative Obligation	
Cumulative Expenditure	
Project Status	Choose an item.
Program Income Earned (if applicable)	
Program Income Expended (if applicable)	



**City of New Haven
Office of Management and Budget
Justin M. Elicker, Mayor**

SECTION 3-PROJECT DESCRIPTION

Brief description of and its underlying eligible use (750 characters):

A description of the overall and expected outputs and outcomes or results of the funded , including significant deliverables and, if appropriate, associated units of measure. The purpose and outcomes or results should be stated in terms that allow an understanding that the constitutes an eligible use of funds.

**Projects are defined as a grouping of closely related activities that together are intended to achieve a specific goal or are directed toward a common purpose.*

*** Assigned by the City of New Haven at onset of program.*



**City of New Haven
Office of Management and Budget
Justin M. Elicker, Mayor**

OVERALL PROJECT DEMOGRAPHICS:

Race:	Total Served
Asian	
Black (not of Hispanic origin)	
Hispanic or Latino	
Native Hawaiian or Other Pacific Islander	
American Indian or Alaska Native	
White (not of Hispanic origin)	
Total	

**please refer to Appendix A, Demographic Descriptions for definitions (Source: City of New Haven Equal Opportunity Information)*

Ethnicity:	Total Served
Hispanic	
Not Hispanic	
Total	

Income Level by Area Median Income*:	Total Served
Less than 30% AMI	
31-50% AMI	
51-80% AMI	
Greater than 81% AMI	
Total	

**please refer to the attached 2021 New Haven-Meriden, CT HUD Metro FMR Area for Income Limits*

Age:	Total Served
Under 17	
18-24	
24-40	
Over 41	
Total	

Gender Identity:	Total Served
Male	
Female	
Non-Binary	
Client refused	
Data not collected	
Total	



ATTACHMENT D

**City of New Haven
Office of Management and Budget
Justin M. Elicker, Mayor**

PROHIBITIONS VERIFICATION:

By checking these boxes, the [NAME REVIEWING PERSONNEL HERE] attests that the statements are true.

- Project does not contravene the statutory purpose of ARP, including program, service, or capital expenditure that includes a term or condition that undermines efforts to stop the spread of COVID-19
- No Conflict of Interest
- Complies with all state and federal laws and local ordinance
- No pension fund deposit
- No borrowings or debt service
- No financial reserves

CERTIFICATION

Name

098

City of New Haven Risk Template (rev. 04/2022)

Construction / Service / Repair & On Calls | Basic

Standard Construction Service On Call work, no Professional or Pollution

Contractor/Vendor shall agree to always maintain in force during the contract the following minimum coverage and shall name the City of New Haven as an Additional Insured (1) on a primary and non-contributory basis to all policies except Workers Compensation and Professional Liability. All policies, except Professional Liability, should also include a Waiver of Subrogation. (1). Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A-"VIII.

		Minimum Limits (dollar amount indicates required minimum)	Additional Insured (Y indicates required)	Waiver of Subrogation (Y indicates required)
General Liability				
	Each Occurrence	\$1,000,000	Y	Y
	Combined Aggregate	\$2,000,000	Y	Y
	Products/Completed Operations Aggregate	\$2,000,000	Y	Y
	Abuse & Molestation	*		
Auto Liability (includes all owned, hired & non-owned autos)	Combined Single Limit Each accident including endorsements			
Excess/Umbrella Liability				
	Each Occurrence			
	Combined Aggregate			
Workers' Compensation & Employers' Liability (EL)	Statutory Limits			
	EL EACH			
	EL DISEASE			
	EL POLICY			
Professional Liability				
Pollution Liability				
Cyber Liability				
Medical Malpractice				
Garage Keepers Liability				
Drone Liability				

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two) years from the completion date.

Original, completed Certificates of Insurance must be presented to the City of New Haven via Certifical prior to contract issuance. Contractor/Vendor agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the polices be cancelled, limits reduced, or coverage altered, 30 days written notice must be given to the City.

Notes

- (1) Additional Insured & Waiver of Subrogation boxes must be checked off on the COI.
- (2) *If contractor/vendor will be providing a service in proximity or serving youth under the age of 21, Abuse and Molestation coverage must be included.
- (3) City of New Haven is the Certificate holder and the additional insured.

City of New Haven
200 Orange Street Rm 301
New Haven, CT 06510