

**ARPA CONTRACTOR AGREEMENT BETWEEN
THE CITY OF NEW HAVEN
AND
[NAME]
AMERICAN RESCUE PLAN ACT
STATE AND LOCAL FISCAL RECOVERY FUND**

A[NUMBER]

THIS AMERICAN RESCUE PLAN ACT (“ARPA”) FISCAL RECOVERY FUND CONTRACTOR AGREEMENT (this “Agreement”) is entered into as of the **[DATE]** (the “Effective Date”) by and between **THE CITY OF NEW HAVEN**, a municipality organized and existing under the laws of the State of Connecticut, with a mailing address at 165 Church Street, New Haven, Connecticut 06510 (the “City”), and **[COMPANY NAME]**, with a mailing address at **[ADDRESS]** (“**[SHORTENED CO NAME]**” or “Contractor”). The City and the Contractor may sometimes herein be referred to as the “Parties,” or, individually, as a “Party.”

SECTION 1
BACKGROUND

1.1 The 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”) within the City.

1.2 The City is distributing ARPA Fiscal Recovery Fund (“FRF”) s to contractors to provide the services outlined in the City’s Request for Proposal (“RFP”), 2022-10-1487, and as described in the Contractor’s “Scope of Services,” which is defined in Section 2.13, and attached as Attachment A, which Attachment A is made a part hereof.

1.3 The Contractor of this Agreement is Emerge Connecticut, Inc.

1.4 To achieve the objectives of the Agreement Program, the City wishes to provide Contractor with ARPA funding in order that Contractor may provide the City with the services described in Attachment A for the Agreement Program. Contractor’s unique tax identification number is **[TAX ID NUMBER]**.

1.5 The Contractor’s Unique Entity Identifier (UEI) is **[UEI NUMBER]**.

1.6 The first tranche of the Federal Award was provided to the City by the Department of Treasury under ARPA on June 7, 2021.

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

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

1.9 The Federal Award Identification Number is SLFRP3212.

1.10 The Federal Award Date is June 7, 2021.

1.11 The Assistance Listing Number and Title is 21.027.

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

1.13 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.

1.14 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 "**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. For purposes of this Agreement, the City is a Recipient of ARPA funds and is the pass-through entity of the Contract Funds to **[NAME]**. The City does not include the Contractor.

2.3 "**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 a recipient of a porting of the Federal Award, subject to the monitoring, management, reporting, and other requirements set forth in 2 CFR 200.331-333.

2.4 "**Contract Funds**" or FRF ("Fiscal Recovery Funds") mean federal ARPA funds received by the Contractor under this agreement and with respect to amounts provided to the City 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.

2.5 "**Contract Period**" means **[DATES]**. 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 understood by the Parties that the City must obligate all ARPA funds by December 21, 2024, and the City must expend all ARPA funds by December 31, 2026.

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

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

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

2.9 **“Days”** means calendar days.

2.10 **“FAQ”** means the Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions documents created by the Treasury, and as amended from time to time.

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

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

2.13 **“Reporting Requirements”** means 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.

2.14 **“Scope of Services”** means the action(s), work, services, and Project Budget as detailed in Attachment A and incorporated in and made part of this Agreement as reference, in exchange for the Contractor Funds and to be performed during the Agreement Period.

2.15 **“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 services or provide goods using or paid for by Contractor Funds provided under this Agreement. Additionally, the term “Subcontract Agreement(s)” also refers to individuals or entities that have entered into agreements with any Subcontract Agreements if: (1) those individuals or entities have agreed to perform all or most of the Subcontract Agreement duties under this Agreement; or (2) federal law requires this Agreement to apply to such individuals or entities.

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

SECTION 3
CONTRACTOR FUNDS

3.1 The maximum Contractor Funds to be made available to Contractor pursuant to this Agreement shall be [WRITTEN AMOUNT (\$NUMBER)], from City fund [FUND NUMBER], through Purchase Order [PO NUMBER], which Contractor Funds shall be used by the City to compensate Contractor for the goods and services to be provided to the City in accordance with Contractor's Scope of Services, in the amount specified for such services actually performed, and in accordance with the compensation schedule forming a part of Attachment A. Contractor shall provide the goods and services described in the Scope of Services, in a satisfactory manner, as reasonably determined by the City. Contractor shall make such revisions or modifications to its work, at its own cost and expense, as may be required by the City; 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.

3.2 All drawings, reports, and documents prepared by Contractor under this Agreement shall be submitted to the City for review and approval. The City shall review and respond to materials submitted by Contractor within thirty (30) calendar days. In the event the City disapproves of any of the submitted materials, or any portion thereof, or requires additional material in order to properly review the submission, Contractor shall revise such disapproved work at its own cost and expense and submit the revised work or the additional required material for review and approval.

3.3 In performing the services required under this Agreement, Contractor shall consult with the City and shall meet, as appropriate, with other City 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 services set forth in the Scope of Services at such times and in such sequence as may be directed by the City, 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 Attachment A constitutes full and complete payment for all costs assumed by Contractor in performing 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 City on approval of payment requisitions certified by a principal of the Contractor and submitted in accordance with the schedule set forth in Attachment A, "Compensation Schedule from Contractor Funds." 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 shall set forth the services performed, the percentage of completion of the work, and the compensation due Contractor based upon the schedule set forth in Attachment A. The City may, prior to making any payment under this Agreement, require Contractor to submit to it such additional information with respect to the work or services performed as the City 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 City 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 City is that of an independent contractor.

3.7 It is hereby agreed, stipulated, and understood between the City and Contractor that in the event that all of the Contractor Funds shall not have been paid to Contractor for Scope of Services performed during the Agreement Period, then the City acting in its sole and absolute discretion may cancel this Agreement and use the remaining Contractor Funds for such other purpose as the City deems appropriate, provided that such purpose is in accordance with the terms and conditions of the Federal Award. The Contractor may only expend Funds during the Agreement Period. Within five (5) Days of the end of the Agreement Period, Contractor shall return to the City 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.

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 City's Agreement Program; and
- (b) in accordance with this Agreement, including, but not limited to, the Contractor's Scope of Services; and
- (c) during the Agreement Term.

3.9 Contractor understands that as an awardee of Contractor Funds under this Agreement, the Contractor is a "Contractor" as that term is used at 2CFR 200.1 and 2 CFR 200.93.

3.10 Contractor hereby agrees, acknowledges, and stipulates that the City may only expend Contractor Funds during the Agreement 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 3.3. Contractor understands and acknowledges that without prior written consent of the City, any use of contractor Funds for any purpose that is not in accordance with Section 3.3 of this Agreement will constitute a material breach of this Agreement.

3.12 Contractor will repay to the City any Contractor Funds expended in violation of this Agreement. Contractor shall also be liable to City for any costs, fees (including, but not limited to, attorneys' fees and costs incurred by the City), 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 City, Contractor may use Subcontract Agreements to fulfill its obligations under this Agreement, but Contractor shall ensure that the Agreement Period, Agreement Terms, and Scope of Services are included in the award documents and agreements for all Subcontract Agreements and Subcontract Agreements receiving Contractor 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 City for the work performed by its Subcontract Agreement allowed under Section 3.14 of this Agreement and shall indemnify and hold harmless the City for the work performed by Subcontract Agreement as provided in Section 4 of this Agreement.

3.15 Contractor understands the 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 Agreement Terms.

3.16 Contractor understands, acknowledges, and agrees that the Contractor and any Subcontract Agreement and others who receive a Subcontract Agreement as contemplated by Section 3.9 of this agreement, and 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 Subcontract Agreement) 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 City are the sole source of funding under this Agreement, and depend on sufficient funding and appropriations provided to the City under ARPA or successive legislation, and is further dependent on budget approval and appropriations of sufficient Contractor Funds by the City. The City 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.

SECTION 4 INDEMNITY, HOLD HARMLESS, IMMUNITY

4.1 To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the City 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 Subcontract Agreement, 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 City requires

Contractor to have insurance in accordance with Section 28 of this Agreement, the Contractor agrees that the City shall be named as Certificate Holder of all policies of insurance, and, except for Worker's Compensation, an additional insured under such policies.

43 The Contractor understands, acknowledges, and agrees that the City is a body corporate and politic of the State of Connecticut, subject to Connecticut General Statutes § 52-557n (the "Statute"). The Contractor further understands, acknowledges, and agrees that City shall only be liable within the parameters of the Statute. Nothing contained in this Agreement shall be construed in any way, to modify the limits of liability set forth in the Statute or the basis for liability as established in the Statute.

**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 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 City.

**SECTION 6
CONFLICT OF INTEREST**

6.1 No member of the governing body of the City, and no other officer, employee, or agent of the City 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 Subcontract 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 City 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 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 City, which consent may be granted or withheld by the City in the exercise of the City'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 City, and the City Agreement the Modification in writing in the exercise of the City'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 MONITORIN

8.1 The City, 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 City, 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 City'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 City 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 and Agreements.

**SECTION 9
RECORD
KEEPING**

9.1 Contractor and all Contractor 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, 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 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 City to comply with the City'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 City, 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 any Contractor Subcontract, 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 City, 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 City, Contractor's record keeping practices and/or reporting to the City are not conducted in a timely and satisfactory manner, Contractor shall be liable for the return of all of the Contractor Funds to the City, upon demand by the City.

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 all Contractor Subcontractors 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 City all the Contractor Funds spent on unsupported or undocumented expenditures.

9.8 Contractor will fully cooperate with the City, the Treasury, and the State of Connecticut, or any other authorized 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 Subcontract Agreement 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 City.

SECTION 10 REPORTING

10.1 The Contractor shall timely provide to the City Quarterly Reports as more fully described in Attachments A, C, and D. Additionally, Contractor shall promptly provide to the City any requested data, information, documentation, and detail to assist the City 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 Agreement 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;
- (d) establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (e) 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
- (f) requiring all Subcontract Agreement, 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 or Agreement, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or 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 a Agreement) or Agreement;

(c) 2 C.F.R. Part 25, “Universal Identifier and System for Award Management” (SAM) and as set forth in Section 10.5 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 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 City. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City, 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. pt. 180 and 2 C.F.R. pt. 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. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and shall include a requirement that all Subcontract Agreement comply with this Section 12(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, 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 Subcontract Agreements 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 City and understands and agrees that the City 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 Contractor Subcontractors 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 City and understands and agrees that the City 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 City 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).

(l) 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.

(m) 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.

(n) 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.

(o) 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.

12.3 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 City 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 City 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 City, the City, 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 City may immediately terminate this Agreement for cause if the City determines that the Contractor engaged in fraud, misrepresentation, misappropriation, and/or gross mismanagement as determined by the City in its sole discretion. The City 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 City a written report and accounting of all Contractor Funds expended up to the date of termination, including Contractor Funds expended by Subcontract Agreement, and return any remaining balance of Contractor Funds to the City. Upon termination of this Agreement for cause under Section 15.1 or 15.2, the City shall have the right to pursue and exercise any remedy provided by law or equity and debar/suspend Contractor from receiving future Agreements or Agreements from the City. 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 City related to or caused by the Contractor's violations as set forth in the Written Notice of Violations, Default, and Termination.

15.5 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.

15.6 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 City determines in its sole discretion that:

- (a) a change in Federal or State legislation or applicable laws materially affects the ability of either the City or the Contractor to perform under the terms of this Agreement; or
- (b) that a change in available funds affects the City's ability to pay under this Agreement.
- (c) A non-appropriation/reduction of funds or change in the law as used in this Section 15.6 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 15.6, the Contractor shall provide to the City 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 City. The effective date of termination under this Section 15.6 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 City delivers to the Contractor. Contractor agrees that the City'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 City or entitle Contractor or Contractor's Subcontractors any other claim or cause of action against the City. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City 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 15.6.

15.7 Termination for Convenience. The City 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 City's intention to terminate this Agreement. Upon delivery of the written notice of Termination for Convenience under this Section 15.7, Contractor shall, within thirty (30) days of the date listed on the written notice of Termination for Convenience, provide to the City 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 City. Contractor agrees that the City'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 City, or entitle Contractor or Contractor's Subcontractors any other claim or cause of action against the City. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City 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 City for any Contractor Funds that are determined by the City or the Treasury to have been not eligible, misused, or misappropriated, or not expended during the Agreement Period. If the City 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 City reserves the right to recover such Contractor Funds by any legal means. Contractor shall indemnify and hold harmless the City for all suits, actions, claims, and related costs incurred by the City 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 City 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 City

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 City 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 City 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 City any overpayments as determined by the City, 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 City and Contractor agree that a waiver of any right, power, or privilege by either the City or the Contractor shall not be construed as a waiver of any subsequent right, power, or privilege by the City 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 City 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 City'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 City'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 City of any errors and/or omissions that are discovered, and Contractor and the City (at the City'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 Agreement Period. Nothing in Section 26 shall relieve the Contractor from completing the Scope of Services set forth in Attachment A during the Agreement Period.

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 City, 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.

27.7 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 City.

(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 City's Ban the Box requirements.

27.8 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.

27.9 Withholding of Salaries. If, in the performance of this Agreement, there is any underpayment of salaries by the Contractor or by any Contractor Subcontractor, the City 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 City for and on account of the Contractor or Subcontractor to the respective employees to whom they are due.

27.10 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 City, and the City's decision regarding such claims and disputes shall be final. Particularly with respect to this Section and Section 5 above, the City 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 Contractor shall purchase from and maintain in a company or companies with an A- or greater A.M. Best & Co. rating, acceptable to the City and lawfully authorized to do business in Connecticut, such insurance, including Commercial General, Automobile, Workers' Compensation, and such other forms of liability insurance as will protect the City and Contractor from claims which may arise out of or result from Contractor's operations under this Agreement and for which Contractor may be legally liable, whether such operations be by Contractor, or by a Contractor Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

28.2 The following Commercial General Liability coverage is particularly required:

(a) Commercial General Liability with a combined Bodily Injury and Property Damage Limit of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the General Aggregate.

(b) Products/Completed Operations Limit of not less than Two Million Dollars (\$2,000,000) per occurrence, with coverage maintained for two (2) years after final acceptance of the project.

(c) Personal & Advertising Liability Limit of not less than One Million Dollars (\$1,000,000).

(d) Fire Damage Legal Liability Limit of no less than One Hundred Thousand Dollars (\$100,000).

(e) Medical Payments Liability Limit of not less than Ten Thousand Dollars (\$10,000).

28.3 Without prejudice to the generality of Section 26(a) above, Contractor shall obtain and maintain Commercial General Liability coverage including:

(a) a combined Bodily Injury and Property Damage Limit of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the General Aggregate.

(b) Fire Damage Legal Liability Limit of no less than One Hundred Thousand Dollars (\$100,000).

(c) Medical Payments Liability Limit of not less than Ten Thousand Dollars (\$10,000).

28.4 The limits of liability set forth in Sections 28.2 and 28.3 can be provided by a combination of an Umbrella and/or Excess Liability policy(ies).

28.5 The coverage required by Section 28.3 must include the following endorsements:

- (a) Blanket Agreement Liability for liability assumed under this Agreement;
- (b) Severability of Interests; and
- (c) That the insurance provided is to be primary for the City, and all other indemnities named in this Agreement.

28.6 Contractor must carry Workers' Compensation insurance as follows:

- (a) Coverage A – Statutory Benefits Liability imposed by the Workers' Compensation and/or Occupational disease statute of the State of Connecticut and any other governmental authority having jurisdiction.
- (b) Coverage B – Employer's Liability – Limits of not less than One Hundred Thousand Dollars (\$100,000) per accident; One Hundred Thousand Dollars (\$100,000) bodily injury per disease/employee; Five Hundred Thousand Dollars (\$500,000) policy by disease.
- (d) Extensions of coverage
Other states' endorsements
Amendment of the Notice of Occurrence
Thirty (30) day written notice of cancellation, non-renewal.

28.7 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. Insurance coverage written on an occurrence basis shall be maintained without interruption throughout the Term 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 Term for a duration of twenty-four (24) months, or the maximum time reasonably available in the marketplace. 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, 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 City and any and all other indemnitees provided for in this Agreement, and shall name the City as Certificate Holder and, except for Worker's Compensation, 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 City 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 City in

accordance with the notice provisions of the Agreement.

28.8 Contractor shall notify the City 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 City within seven (7) Days of occurrence and 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, Contractor agrees that Contractor will immediately inform The City 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 Contractor.

28.9 Unless requested otherwise by the City, 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 City.

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

28.11 The Contractor agrees to provide proof of insurance in a manner acceptable to the City 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 City and as set forth in Section 28(h) immediately upon procurement, but in any case no more than seven (7) Days from procurement.

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SIGNATURE PAGES TO FOLLOW.

IN WITNESS WHEREOF, the City 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

CITY

[NAME]

CITY OF NEW HAVEN

By: _____

By: _____

[NAME]

Justin Elicker

[TITLE]

Its Mayor

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 Contractor Funds and
Quarterly Reporting
[NAME OF COMPANY]
[A NUMBER]**

THE FOLLOWING IS JUST A SAMPLE OF WHAT ATTACHMENT A (SCOPE OF SERVICES, BUDGET, COMPENSATION SCHEDULE) LOOKS LIKE. B, C, AND D ARE STANDARD

Scope of Services

November 14, 2022

City of New Haven Bureau of
Purchases
200 Orange Street, Room 301 New
Haven, CT 06510

To Whom It May Concern:

Please allow this cover letter to serve as verification that EMERGE Connecticut, Inc. is submitting a proposal in response to RFP #2022-10-1487, "Career Exploration & Readiness Projects", 3.1 "Career Pathways" through the Department of Economic Development.

EMERGE Connecticut, Inc. has over 11 years of experience working with justice-impacted youth and adults who have experienced incarceration. Through our results-based social enterprise, EMERGE hires our program participants as "crewmembers" who earn a weekly paycheck receiving hands-on training in construction, installation, repair, maintenance, landscaping, property maintenance, and greenskills. While working at EMERGE, crewmembers also take part in an intensive and supportive curriculum that revolves around trauma-informed groups, education, mentorship, and coaching. Through this mix of services, EMERGE crewmembers have experienced only an 11% two-year recidivism rate since our inception.

"Career Pathways" will allow EMERGE to draw on our experience working with justice-involved young people ages 18-25 in New Haven to offer them a 10-week version of our flagship Transitional Employment model that includes paid mentorship and coaching services, more supportive services, and more hands-on skillset training than we have historically offered. This "deeper dive" into the needs of young people in New Haven is in response to the racial wealth and opportunity gaps that

limit young people of color. Through strategic partnerships, trauma- informed curriculum, and our wealth of mentors with lived experience, “Career Pathways” at EMERGE is a sorely needed and transformative experience that we are eager to begin.

It is our hope that you will strongly consider allowing EMERGE the opportunity to start this initiative, with promise that we will build and scale it in future years. Please feel free to contact me directly at alden@emergect.net or (203) 850-0545 if further information is needed.

With Gratitude,

Alden Woodcock tive
Director EMERGE Connecticut,
Inc.

P: 203.562.0171

830 GRAND AVENUE, NEW HAVEN, CT 06511

EMERGECT.NET

Part 2 – Eligibility and Proposed Program Information

- **Applicant Contact Person (and contact information):**
 - Alden Woodcock, alden@emergect.net
- **Applicant’s Organization Name:**
 - EMERGE Connecticut, Inc.
- **Applicant’s Organization is a:**
 - Community-Based Organization
 - Education Provider
 - Employer
 - Workforce Development Entity
 - Other:
- **Total number of employees:**
 - 9 FT staff, 23 PT and Transitional employees
- **Site Location:**
 - 830 Grand Avenue New Haven, CT 06511
- **Total number of youth/young adults who will be served or impacted through this grant:**
 - 10

Part 3 - Applicant Experience

1. Experience supporting high school youth & young adults’ career development:

EMERGE Connecticut was piloted in 2009 in response to the recession of 2008. In its infancy, EMERGE was designed to create equitable access to the workforce for those who were left out of work opportunities due to previous felony convictions. As a results-based social enterprise proven to be a driver of jobs for participants during the recession, EMERGE was incorporated as a nonprofit social enterprise in 2011. Over the past 11 years, alumni of EMERGE’s transitional employment model have experienced only an 11% two-year recidivism rate. Our combination of paid employment in construction with supportive group curriculums, education, mentorship and coaching has been a stepping stone for people navigating entry into the workforce.

Younger crewmembers (ages 18-25) have always represented a crucial portion of our crews - making up 21% of our overall enrollment last year. In addition to receiving paid work on our job sites, young people have received an Employability Workshop certificate, OSHA 10 certification, identification procurement and license attainment, skillset training, “Real Talk” group sessions, academic tutoring, parenting classes, and more.

More importantly, younger crewmembers at EMERGE receive mentorship and coaching that changes the trajectory of their personal and professional lives. EMERGE has a strong culture of love and accountability, and a wealth of lived experience that resonates with young people who have been impacted by the justice system. Young crewmembers develop an individual service strategy with their coach that is supported by their mentors, which is focused on their goals. As they earn a weekly paycheck and gain invaluable life skills, they string together a series of “small wins” that remove barriers that stand in the way of their goals and success at future places of employment.

In 2016 EMERGE started EMERGE YouthBuild - funded by the US Department of Labor. It was during the 3-year grant period that EMERGE built capacity around high school diploma attainment, hands-on skill building,

and developing a network of partnerships that addressed the unique needs of the young crewmembers we served. This experience, coupled with the lessons learned from young leaders participating in our flagship programs, is what has informed our strategy for this timely “Career Pathways” opportunity.

2. Experience managing strategic cross-sector partnerships:

It is ingrained in EMERGE’s social enterprise DNA to combine the strengths of multiple sectors to achieve positive social outcomes. As certified home improvement contractor, EMERGE works alongside employers in multiple industries to provide paid work, training and full-time employment to our participants as a pillar of our model. EMERGE alumni have experienced high job retention rates (82% in FY 2022) due to the relationships we’ve built with the private sector.

EMERGE also leans on the support and partnership of government and nonprofit organizations. Government support makes up 51% of EMERGE’s current budget, and city contracts make up 37% of our earned revenue. Our nonprofit partnerships assist our crewmembers in that we do not directly provide - housing, mental health and addiction support, training opportunities, and much more. We strategically partner because we know our strengths and we know where crewmembers need the most support.

Part 4 – Program Design

1. Summary:

EMERGE’s transitional employment program would advance the goals of this grant by offering to ten (10) of New Haven’s justice-impacted young adults wraparound support services as they engage in meaningful paid work in construction, landscaping, green skills, and property maintenance in both classroom and on-the-job settings. This would be delivered through a ten-week (10-week) experience comprised of an Orientation where participants can learn about EMERGE; a week-long Employability Workshop in which participants develop resumes and become certified in OSHA 10; and eight (8) weeks of paid part-time employment alongside an EMERGE mentor and career and life coaching sessions. Equity and inclusion are at the forefront of EMERGE’s work, which is why we hire people with direct experience in the criminal justice system and EMERGE’s programs as peer mentors. Our mentors are predominantly Black and Latinx men, some of whom are also local entrepreneurs with their own landscaping, fashion, and food businesses who can serve as models for young adults’ entrepreneurial endeavors.

2. Design and implementation plan:

Between January 2023 and December 2023, EMERGE will serve ten (10) young adults between the ages of 18 and 25, 100% of whom will engage in a ten-week experience comprised of:

- *One-Day Orientation*, held monthly, where participants self-select if they would like to join.
- *1-on-1 Interview* with Job Coach to set baseline for job readiness and case management needs.
- *Week-long Employability Workshop* that includes developing resumes, practicing interview skills, and introducing concepts of personal development and emotional intelligence in the workplace.
- *OSHA 10 Certification*, an industry safety certification for entry-level construction workers requisite to begin paid work.
- *Eight-Week Paid Employment and Skill Training*: At Week 2, participants will begin an 8-week paid work experience including on-the-job training up to 24 hours/week at rates between \$15-\$18.50 and classroom-based skillset training. This may include learning the use of power tools, framing,

sheetrock installation, painting, and urban forestry to name a few career-exploration pathways available at

EMERGE.

- EMERGE Mentor Match: At Week 2, each participant will be paired with an EMERGE mentor who will work alongside them on job sites and act as their internal advocate at EMERGE, providing participants with round-the-clock mentorship.
- Bi-weekly 2-hour coaching sessions: Participants will engage in four (4) coaching sessions on a bi-weekly basis. They will be compensated at \$17/hour for each session. At least two (2) sessions will be conducted by our partner Path to Purpose, a transformational coaching program designed for youth at a transition point in their lives, covering topics like goal-setting, developing a growth mindset, and more.
- Weekly “Real Talk”: Every Friday, participants will engage in EMERGE’s flagship program, a peer-led, group therapy session where all crewmembers and staff gather around a common table to dig deep into their experiences of incarceration and re-entry.
- Barrier removal: The Job Coach will support participants in removing barriers to employment including ID procurement, enrolling in benefits, referrals to other services, and funding transportation or driver’s education courses.

This program is a tailored version of the traditional six- to nine-month EMERGE experience, based on a thorough review of young adults’ needs at EMERGE and program staff recommendations to provide more coaching support to this population. Thus, EMERGE will utilize the grant to expand our current infrastructure by:

- 1) Expanding our program capacity by hiring an additional full-time Job Coach who will solely focus on the young adults’ ten-week experience to deliver supportive services, coaching, and coordinate other EMERGE coaching staff.
- 2) Building an active recruitment channel for young adults ages 18-25 who are not under DOC supervision. Previously, EMERGE mostly received young adults through word-of-mouth recommendations—a critical, community-based referral pipeline that affirms EMERGE’s credibility with New Haven’s justice-impacted families. However, based on the recent success of our Recruitment and Outreach Coordinator—whose presence at community organizations this year led us to our highest-ever enrollment overall and of young adults—we see that we are poised to begin more active recruitment efforts to reach this population. EMERGE will continue leaning into existing referral networks with Project MORE Re-entry Welcome Center, Project Safe Neighborhoods, and Project Longevity.

At exit, 100% of participants will have the option to receive job placement support and/or become an EMERGE crewmember and utilize EMERGE’s full personal and career development resources like academic tutoring, financial literacy, parenting, Restorative Food Justice, and job placement support.

3. Added value and transformational change:

This program will create added value to EMERGE’s existing career pathway program, providing young adults a condensed and tailored program designed to address the challenges young adults face in finding and sustaining employment via 1-on-1 support from on-the-job mentors.

Part 5 - Equity and Partnerships

1. Summary:

EMERGE will be working with young people between the ages of 18-25 who have been impacted by the justice system. Our 10-week intervention draws from our experience meeting unique needs of our city's young leaders, and removing barriers to sustained careers in construction and related industries.

2. Equity-forward design:

Since our inception, racial equity has been at the center of EMERGE's mission and program design. It is no secret that Black youth are over four times more likely to be incarcerated than their white counterparts, and are more likely to serve longer sentences when convicted of similar crimes. EMERGE's intervention-style model is strategically designed to both remove barriers and allow young people a space to heal from the trauma that's an inherent reality of those adversely affected by the racial-wealth gap. It is our goal to infuse equity into all aspects of the program, to increase access to career opportunities for our young crewmembers.

Last year, 77% of the young people EMERGE served were Black, 15% were latinx, and 8% were white. 100% were 200% below the federal poverty level, had been justice-impacted, and had little to no work history. "Career Pathways" will allow EMERGE to focus more deeply on reaching those young people who are justice-impacted, disengaged from school and work, and looking for supports that speak to their experience.

Through "Career Pathways", EMERGE will engage in strategic outreach and recruitment. Working with lawyers, probation, courts, community organizations, and City of New Haven initiatives, EMERGE's Recruitment and Outreach Coordinator as well as program staff will work to identify young people who are at high risk of entering or reentering the criminal justice system.

3. Strategic Partnerships:

EMERGE's model would not be complete without the partnerships that compliment our services. Our "Career Pathways" partnerships will include, but not be limited to partnerships with:

- *Youth Continuum - Youth Continuum provides street outreach, crisis and long-term housing solutions for homeless and at-risk youth, ages 16-24 for the Greater New Haven area. As a partner, Youth Continuum will provide referrals to EMERGE, and accept referrals for shelter services, housing, and other critical supports outside of EMERGE's scope of services.*
- *Urban Resources Initiative (URI) - URI GreenSkills is a local green jobs program that employs high school students and adults with employment barriers through the planting of trees. This partnership will provide paid employment and hands-on training in tree planting, invasive vine removal, and bioswale maintenance to our crewmembers under this grant.*
- *Path to Purpose (P2P) - Path to Purpose is a tech-enabled transformational coaching practice that provides in-person and online coaching courses, community, and daily motivational video content to help young people find their purpose and live a positive and productive life. P2P's Keith Smith will draw on lived experience to provide monthly coaching sessions with our crew that support the overall "Career Pathways" program.*
- *Quality Counseling - A private Group Practice providing Affordable and Accessible Mental Health Therapy to Black Communities in Connecticut. Quality Counseling will accept referrals to clinical therapy for our crewmembers.*

Project Budget

EMERGE Connecticut, Inc. - Budget for Career Exploration & Readiness Projects					
LINE ITEM	TOTAL PROJECT AMOUNT	REQUESTED AMOUNT	NOTES	LEVERAGED AMOUNT	LEVERAGED FUNDING SOURCE
Salaries	\$136,510.84	\$76,732.51			CDBG, Bank of America Neighborhood
<i>Executive Director Project</i>	\$8,025.00	\$3,947.43	5% time of ED at FY23 rate		\$59,778.34 Builders, DOC, DECD
<i>Director Construction Manager</i>	\$7,363.75	\$3,681.88	5% time of PD at FY23 rate		
<i>Job Coach Mentor 1</i>	\$14,727.50	\$0.00	20% time of CM at FY23 rate		\$4,077.57 CDBG at an additional 5% time
<i>Mentor 2 Recruitment and Outreach Coord.</i>	\$50,000.00	\$50,000.00	100% time of 1 FT staff person at 35-hour week for 52 weeks		\$3,681.88 CDBG at an additional 5% time
	\$8,240.50	\$0.00	20% time at FY23 rate		\$14,727.50 Bank of America Neighborhood Builders
	\$7,655.29	\$0.00	20% time at FY23 rate		\$0.00 n/a
<i>Crewmembers</i>	\$6,498.80	\$1,423.20	5% time of 1 PT recruiter at FY23 rate		\$8,240.50 CDBG
	\$34,000.00	\$17,680.00	coaching, paid skillset		\$7,655.29 DOC, DECD
Fringe and Benefits Program	\$18,523.08	\$4,587.49			\$5,075.60 CDBG at an additional 5% time
Meals Training	\$1,000.00	\$1,000.00			10 participants' wages estimated at 24 hours/week
Materials	\$13,680.00	\$13,680.00			\$16,320.00 for 4 weeks at \$17/hour. Earned Revenue
Supportive Services	\$4,000.00	\$4,000.00			DOC, CDBG, Bank of America
Contractual	\$9,600.00	\$0.00	Path to Purpose		\$13,935.59 Neighborhood Builders
					\$0.00 n/a
					\$0.00 n/a
					\$0.00 n/a
					\$9,600.00 Bank of America Neighborhood Builders
TOTALS	\$183,313.92	\$100,000.00			\$83,313.92

EMERGE Connecticut, Inc. - Career Exploration & Readiness Projects

BUDGET NARRATIVE

Total Budget	The requested amount accounts for approx. 55% of the total cost of the project to serve ten young adults in a ten-week program.
Salaries	The requested amount covers 100% time for a new full-time Job Coach to facilitate the program, 5% time for two admin and a recruiter, and crewmembers salaries (paid skillset at 24/hours week for 4 weeks at \$17/hour) and four 2-hour coaching sessions compensated at \$17/hour. 20% of our Construction Manager and two Mentors' time, an additional 5% time for admin and recruitment, and an additional 4 hours/week of paid work in crewmember salaries will be covered by leveraged funding sources.
Fringe and Benefits	The requested amount covers 100% of the Job Coach's fringe at 6.2% Social Security, 1.45% Medicare, and 6.8% SUTA on \$15,000 base. Leveraged funding sources will cover respective fringe for recruiter and admin time at 10%, and 100% of the Job Coach's HRA benefits at 8% of salary.
Program Meals	The requested amount covers 100% of occasional meals for program participants across 12 months.
Training and Job Materials	The requested amount covers 100% of basic tools and safety gear for 10 participants, as well as training materials like painting supplies.
Supportive Services	The requested amount covers 100% of supportive service costs (e.g. driver's education fees, work boots, basic needs, etc.) for 10 program participants, estimated at \$400 per person.
Contractual	The requested amount reflects full leveraged funding to provide 12 monthly coaching sessions led by Path to Purpose, a transformational coaching program for opportunity youth and returning citizens led by Keith Smith, at \$800 per session.

Part 7 - Sustainability

1. Relationship Building

Previous funding sources of EMERGE's Transitional Employment Program have not allowed us to fully emphasize the support needed by young people who have been justice-impacted. "Career Pathways" is a chance for us to finally build capacity, bolster partnerships, and build on a model that is sorely needed by New Haven's young leaders. We have confidence that with this support we will develop the pipeline necessary for young people to secure and advance in their careers, and with the results of this first year of funding, we fully intend on securing longer-term funding to continue and scale the project.

2. Sustaining after grant period

EMERGE utilizes a robust database through Apricot by Social Solutions that helps us track outcomes for our crewmembers. Through results-based programming, it is our intention to use the outcomes of "Career Pathways" to fine-tune the program and secure future funding from foundations, donors, and government agencies. It is our hope not just to maintain, but to scale the program to be able to serve more young people in years two and three.

3. Risks

The largest risk in offering intensive services to justice-impacted young people is always retention and attendance - which is part of the reason opportunities like "Career Pathways" are so important. The adapted version of our proven Transitional Employment model is tailored to the unique needs of young people - based on years of experience working with this population. We are confident that "Career Pathways" creates the best possible chance of success for our crewmembers, and we are eager to show that.

Compensation Schedule and Quarterly Reporting

The Contractor Funds to be made available to Contractor pursuant to this Agreement shall be **one-hundred thousand dollars and zero cents (\$100,000)**, from City fund 23153116- 56694, through Purchase Order 60230299-000, which Funds shall be used by Contractor solely in accordance with this Agreement and the Contractor's Scope of Services. Contractor shall draw down Funds on a quarterly basis as reimbursement for expended monies in pursuance of services described in this Agreement and the Contractor's Scope of Services, and as shall be shown on the Quarterly Reports prepared by the Contractor on Attachments C and D, and delivered to the City 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 City any additional data, information, and documentation that the City requests either to assist the City in reimbursing the Contractor or to assist the City in its reporting requirements.

THIS INFORMATION SHOULD BE CLEAR IN THE RFA. NOTE THAT ATTACHMENT B WOULD ONLY BE USED FOR AGREEMENTS IN EXCESS OF \$100,000.

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.

Signature of Contractor’s authorized official

Date: _____

(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**

Michael Gormany, City Budget Director and Acting Controller

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 \$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**

Michael Gormany, City Budget Director and Acting Controller

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
Michael Gormany, City Budget Director and Acting Controller

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
Michael Gormany, City Budget Director and Acting Controller

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
Michael Gormany, City Budget Director and Acting Controller

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	
30-50% AMI	
50-80% AMI	
Greater than 80% AMI	
Total	

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

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

Michael Gormany, City Budget Director and Acting Controller

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