

**Town of Hamden
Contract for Services**

This agreement (“Agreement”) is made by and between the **Town of Hamden**, 2750 Dixwell Avenue, Hamden, CT 06518, a municipal corporation, having its territorial limits within the County of New Haven and State of Connecticut (“the Town”) and **We are the Village, Inc.**, a Connecticut non-stock organization exempt from federal income tax under Internal Revenue Code Section 501(c)(3) and whose address is 21B Pershing Street, Hamden, CT 06517, (“the Vendor”) (collectively “the Parties”), and effective as of the date that this Agreement is last signed (the “Effective Date”). Unless terminated sooner as set forth below, this Agreement shall terminate on completion of the Project but not later than September 30, 2026.

WHEREAS, the Town desires to enter into an agreement with Vendor to provide State and Local Fiscal Recovery Funds (“SLFRF”) reimbursement for actual costs for the 2024 summer program (Hamden residents only) at 60 Putnam Avenue, Hamden, CT 06517 and 21B Pershing Street, Hamden, CT 06517 (“the Project”) pursuant to this Agreement and the attached Addenda which is incorporated herein; and

WHEREAS, Vendor has agreed to provide services for the Project.

NOW THEREFORE, in consideration of the mutual covenants and agreements stated herein, the Town and Vendor agree as follows:

1. SERVICES AND COSTS: A description of the services that Vendor agrees to provide for the Project and the attendant costs for those services, along with additional terms and conditions, are set forth in detail in **Addendum A and Addendum C** to this Agreement. Vendor expressly understands and accepts that under no circumstances can the Town enter into an agreement that exceeds any amount set forth via appropriation or purchase order. Vendor expressly understands and accepts that this Agreement is subject to the passage of all necessary appropriations and that a failure to appropriate renders the Agreement null and void, with no liability to the Town or cause of action from the vendor. The costs for the Vendor’s services shall not **EXCEED: \$50,000**. Should SLFRF funds under this Agreement be determined not to be spent from the Effective Date through December 31, 2026, the terms and conditions of this Agreement are revised to allow any unspent funds to be spent on another approved SLFRF project that was obligated by December 31, 2024.

2. INSURANCE: Vendor shall secure and maintain the types and amounts of insurance set forth in **Addendum B** to this Agreement during the life of this Agreement.

3. INDEMNIFICATION: Vendor shall defend, indemnify, and save harmless, the Town, its officers, agents, servants, and employees from and against any and all claims, liabilities, losses, damages, actual attorney fees, and settlement expenses arising from bodily injury or death of any persons and damage or loss of any property resulting or arising out of or in connection with the performance of any work or services relating to this contract based upon any act, omission, or negligence of Vendor or any of Vendor’s employees agents, servants, subcontractors, or any other person or persons, including but not limited to the Town, its agents, officers, servants, or employees. This indemnification agreement shall not be limited by reason of insurance coverage of any type. This provision is not intended to waive the defense of governmental immunity that may be asserted by the Town in an action against it.

4. ASSIGNMENT: Vendor shall not assign this Agreement without the Town’s prior written consent.

Any attempt to assign this Agreement without the Town's prior written consent shall render such assignment null and void.

5. SUCCESSORS: This Agreement will bind and inure to the benefit of the Parties' heirs, personal representatives, executors, administrators, successors, and assigns.

6. NON-COLLUSION: Vendor declares that, as of the Effective Date of this Agreement, no Town official, directly or indirectly, has a financial interest in the Contract and, furthermore, Vendor pledges to notify the Mayor of the Town, in writing, should any Town official acquire, directly or indirectly, a financial interest in this Agreement. Vendor further declares that, as of the Effective Date of this Agreement, it has not given or donated, or promised to give or donate, directly or indirectly, to any official or employee of the Town, or to anyone else, for any benefit, any sum of money or other thing of value for aid or assistance in obtaining this Agreement and, furthermore, Vendor pledges that neither Vendor nor any other officer, agent or employee of Vendor will give or donate, or promise to give donate, directly or indirectly, to any official or employee of the Town, or anyone else for benefit of Town officials, any sum of money or other thing of value, for aid or assistance in obtaining any contract with the Town.

7. TERM AND TERMINATION: This Agreement shall be effective on the date last signed and shall terminate upon completion of the Project, but not later than September 30, 2026.

If Vendor fails to fulfill its obligations under this Agreement, violates any of the covenants, agreements, or stipulations of this Agreement, or if the Town deems that the Vendor's conduct could have a negative effect on the reputation of the Town, the Town shall have the right, in its sole discretion, to terminate this Agreement immediately. The Town also shall have the right, in its sole discretion, to terminate this contract without cause by giving thirty (30) days written notice to Vendor of such termination specifying the date of such termination. Upon termination of the Agreement, the Town shall have no obligation to pay Vendor for services not performed.

8. RELEASE OF CLAIMS: The acceptance by Vendor, or Vendor's successors or assigns, of any payment made on the final requisition under this Agreement, or of any final payment due on termination of this Agreement, shall constitute a full and complete release of the Town from any and all claims, demands and causes of action whatsoever which Vendor, or Vendor's successors or assignees, have or may have against the Town under the provisions of this Agreement.

9. INDEPENDENT CONTRACTOR: Vendor shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which services are provided/performed under the terms of this Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee or principal and agent, between the Town, its agencies, employees, agents, and Vendor, or Vendor's employees, and agents. Vendor assumes exclusively the responsibility for and agrees to indemnify and hold the Town harmless from the negligent acts of Vendor's employees and agents as they relate to the services to be provided during the course and scope of their employment. Vendor and Vendor's agents and employees shall not be entitled to any rights and privileges of Town employees and shall not be considered in any manner to be Town employees.

10. BREACH: Upon a breach of this Agreement, the Town may withhold any payments to Vendor to offset its damages until such time as the exact amount of damages due to the Town is determined.

11. EQUAL EMPLOYMENT OPPORTUNITY: The Vendor agrees and warrants that in the performance of this Agreement it will not discriminate or permit discrimination against any person or group of persons on the grounds of age, ancestry, color, genetic information, learning disability, marital status, past or present history of mental disability, intellectual disability, national origin, race, religious creed, sex, including pregnancy, transgender status, gender identity or expression, sexual orientation, workplace hazards to reproduction systems, political belief, military or veteran status, physical disability, including, but not limited to blindness, or criminal record in accordance with §46a-60(a)(1), 46a-80(b), or 46a-81(b) of the Connecticut General Statutes in any manner prohibited by the laws of the United States, the State of Connecticut, or the Town of Hamden unless it is shown that such disability prevents performance of the work involved. Vendor also agrees to provide the Affirmative Action Officer of the Town of Hamden with such information that she may request concerning its employment practices and procedures as related to the provisions of this Section.

12. ADA ACCOMMODATIONS: Vendor, in performing this Agreement, will, at all times, comply with the Americans with Disabilities Act (ADA). Specifically, the Vendor is hereby notified that the Town must comply with the requirements of the ADA and that Vendor, as the provider of the services set out herein, must also comply with the ADA.

13. BACKGROUND CHECKS: Vendor agrees to submit, and to subject any of Vendor's employees to, any and all necessary background checks, which may include fingerprinting and drug screening. Failure of Vendor or any of Vendor's employees to pass any of the above may result in immediate termination of this Agreement.

14. ASSURANCE OF NO DUPLICATION OF BENEFIT: Duplication of Benefits occurs when a beneficiary receives Federal assistance from multiple sources for a cumulative amount that exceeds the total need for a particular recovery purpose. The amount of the duplication is the amount of assistance provided in excess of need. The Town of Hamden and the U.S. Treasury requires a fact- specific inquiry into assistance received by each person, household, or entity. **Please complete, sign, and return the attached Duplication of Benefits Certification Form (Addendum D).**

15. ENTIRE AGREEMENT; AMENDMENT: This Agreement constitutes the entire Agreement between the Parties, and supersedes all prior representations, understandings, and agreements of the Parties. The Parties agree that they have not relied on any representations, promises or agreements of any kind from the other Parties in connection with their decision to enter into this Agreement. This Agreement may not be modified, altered, amended or changed except upon express written consent of all Parties where specific reference is made to this Agreement.

16. GOVERNING LAW; INTERPRETATION: This Agreement will be governed and interpreted by the laws of the State of Connecticut, without regard to its conflict of law provisions. To the extent that any court action is permitted consistent with or to enforce any part of this Agreement, the Parties hereby consent to the exclusive jurisdiction of the state and federal courts of the State of Connecticut. Accordingly, with respect to any such court action, Vendor and its successors and assigns, (a) submit to the personal jurisdiction of such courts; (b) consent to service of process; and (c) waive any other requirement (whether imposed by statute, rule of court, or otherwise) with respect to personal jurisdiction, venue, or service of process. Should any provision of this Agreement be declared illegal or unenforceable by any court of competent jurisdiction and such provision cannot be modified to become legal and enforceable, excluding the general release language, such provision will immediately become null and void, leaving the

remainder of this Agreement in full force and effect.

17. NOTICES AND REPRESENTATIONS: The Parties represents and agree: (a) that they have read this Agreement and understand and agree with all of the terms and conditions of this Agreement, (b) that they enter into this Agreement freely, knowingly and voluntarily, and (c) that they have been advised, and have had the opportunity, to consult with an attorney of their choice prior to executing this Agreement.

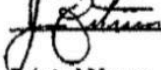
18. COUNTERPARTS: This Agreement may be executed by the Parties in separate counterparts, which taken together constitute one Agreement. This Agreement may be executed more than once so that each party may hold a duplicate original.

19. AUTHORITY TO EXECUTE: The Parties agree that the signatories appearing below have the authority and are duly authorized to execute this Agreement on behalf of the part to the Agreement.

20. CONFLICTING PROVISIONS: If any terms of any document attached to this Agreement conflict with the terms contained in this Agreement, the terms of this Agreement shall supersede and control.

BY SIGNING BELOW, THE PARTIES CONFIRM THAT THEY HAVE CAREFULLY READ AND UNDERSTAND ALL OF THE TERMS OF THIS AGREEMENT, ENTER INTO THE AGREEMENT KNOWINGLY, VOLUNTARILY, AND OF THEIR OWN FREE WILL, UNDERSTAND ITS TERMS AND THEIR SIGNIFICANCE, AND INTEND TO ABIDE BY ITS PROVISIONS WITHOUT EXCEPTION.

WITNESS:


Printed Name: Jessica Ostrowski

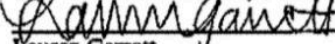
Date: 11/6/24

WITNESS:


Printed Name: _____

Date: _____

TOWN OF HAMDEN, CONNECTICUT


Lauren Garrett
Its Mayor, Duly Authorized

WE ARE THE VILLAGE, INC.


Melissa Atterberry-Jones
Duly Authorized

ADDENDUM A SCOPE OF SERVICES/BUDGET

Period of Performance: July 1, 2024 – August 31, 2024

Objective: Deliver summer programming for up to 30 Hamden participants

| Category of Expenditure | Total |
|---|-----------------|
| <i>Personnel (W-2)</i> | \$19,600 |
| <i>Fringe</i> | \$6,860 |
| <i>Office/Project Supplies (under \$5,000 per item)</i> | \$6,000 |
| <i>Contracts for non-personnel expense</i> | \$5,890. |
| <i>Rent/Utilities</i> | \$8,429 |
| <i>Property, Liability & other insurance</i> | \$1,600. |
| <i>Other</i> | \$1,621. |
| Total | \$50,000 |

Note: ARPA funds may not be used for payment of loans; creation or replenishment of lines of credit or “rainy day” funds such as reserve accounts, operating capital fund or “contingency use.” In addition, ARPA funds may not be used for food & beverage, gifts of cash or items (no gift cards), promotional items (e.g., t-shirts, canvas bags), or membership dues to professional, civic, or other organizations or goods and services for personal use. Please request a copy of UHY Ineligible Expense Memo for detailed list of ineligible expenses per the federal Uniform Guidance.

ADDENDUM B INSURANCE REQUIREMENTS

The Vendor shall obtain and pay for the insurance coverage described below with the indicated minimum limits. The Vendor agrees to furnish Certificates of Insurance to the Town and/or Board of Education certifying coverage to be in effect for the term of this contract and that the Town and/or Board of Education will be given sixty (60) days written notice of cancellation or non-renewal.

These requirements also apply to any subcontractor or common carrier used by the Vendor.

- ☒ I. WORKERS COMPENSATION
- | | |
|-------------------------|---------------------------------|
| a) Connecticut | Statutory Limits |
| b) Applicable Federal | Statutory Limits |
| c) Employer's Liability | \$300,000 per Accident |
| | \$300,000 Disease |
| | \$300,000 Disease, Per Employee |
- Required for W-2 and 1099 contractor hires.

- ☒ II. COMMERCIAL GENERAL LIABILITY
- | | |
|---|-------------|
| Bodily Injury and Property Damage | |
| General Aggregate | \$2,000,000 |
| Products & Completed Operations Aggregate | \$1,000,000 |
| Personal Injury/Advertising | \$1,000,000 |
| Each Occurrence | \$1,000,000 |
| Medical Expense | \$ 25,000 |

- ☒ III. BUSINESS AUTOMOBILE LIABILITY (including owned, hired & non-owned vehicles)
- | | |
|-----------------------------------|-------------|
| Liability (Combined Single Limit) | \$1,000,000 |
|-----------------------------------|-------------|

- Does not require a separate Auto policy unless using vehicles owned by business for program transport, but if a transportation service of any kind is utilized the GL must include an hired auto endorsement.

- ☐ IV. UMBRELLA/EXCESS LIABILITY (If Required)
- | | |
|--|----------|
| Liability Limit – Each Occurrence over primary | \$ _____ |
|--|----------|

Town of Hamden Insurance Requirements



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/01/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | | | | | | | | | | | | | | | | | | | | | |
|--|---|------------------------|--|------|---------|------------------------|--|--------|--|-----------------------------------|--|--------------------------------|---|------------|--|------------|--|------------|--|------------|--|------------|--|
| PRODUCER Agent Permit Requestor | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT PERSON:</td> </tr> <tr> <td>NAME</td> <td>Joe May</td> </tr> <tr> <td>PHONE (City, St., Zip)</td> <td></td> </tr> <tr> <td>E-MAIL</td> <td></td> </tr> <tr> <td colspan="2">INSURER AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A: (Insurance carrier)</td> <td>3</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table> | CONTACT PERSON: | | NAME | Joe May | PHONE (City, St., Zip) | | E-MAIL | | INSURER AFFORDING COVERAGE | | INSURER A: (Insurance carrier) | 3 | INSURER B: | | INSURER C: | | INSURER D: | | INSURER E: | | INSURER F: | |
| CONTACT PERSON: | | | | | | | | | | | | | | | | | | | | | | | |
| NAME | Joe May | | | | | | | | | | | | | | | | | | | | | | |
| PHONE (City, St., Zip) | | | | | | | | | | | | | | | | | | | | | | | |
| E-MAIL | | | | | | | | | | | | | | | | | | | | | | | |
| INSURER AFFORDING COVERAGE | | | | | | | | | | | | | | | | | | | | | | | |
| INSURER A: (Insurance carrier) | 3 | | | | | | | | | | | | | | | | | | | | | | |
| INSURER B: | | | | | | | | | | | | | | | | | | | | | | | |
| INSURER C: | | | | | | | | | | | | | | | | | | | | | | | |
| INSURER D: | | | | | | | | | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | | | | | | | | | |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSURANCE TYPE | TYPICAL COVERAGE | ADDITIONAL COVERAGE | POLICY NUMBER | INSURANCE COMPANY | INSURANCE PERIOD | LIMITS |
|--|---|---------------------|---------------|-------------------|------------------|--|
| COMMERCIAL GENERAL LIABILITY | CLAIMSMADE <input checked="" type="checkbox"/> OCCUR | X X | 606123 | 6 | 7 | S&C OCCURRENCE DAMAGE TO REALTY (per occurrence) |
| | AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PER <input checked="" type="checkbox"/> LOC <input type="checkbox"/> | | | | | 1,000,000 |
| AUTOMOBILE LIABILITY | ANY AUTO | X X | 606123 | 6 | 7 | PERSONAL & ADJUTANT |
| | OWNED AUTO ONLY <input type="checkbox"/> BOBTAILED AUTO <input type="checkbox"/> HIRING AUTO ONLY <input type="checkbox"/> NON-OWNED AUTO ONLY <input type="checkbox"/> | | | | | 8 |
| UMBRELLA AND EXCESS LIME | OCCUR CLAIMSMADE | | | | | DOWN TO SINGLE LIMIT (in excess) |
| WORKERS COMPENSATION AND EMPLOYERS LIABILITY | Y/N | N/A | | | | BODILY INJURY (Personal) |
| | DESCRIPTION OF OPERATIONS (see reverse) | | | | | BODILY INJURY (Professional) |
| WORKERS COMPENSATION AND EMPLOYERS LIABILITY | Y/N | N/A | | | | PROPERTY DAMAGE (Per occurrence) |
| | DESCRIPTION OF OPERATIONS (see reverse) | | | | | PROPERTY DAMAGE (Per occurrence) |
| WORKERS COMPENSATION AND EMPLOYERS LIABILITY | Y/N | N/A | | | | AGGREGATE |
| | DESCRIPTION OF OPERATIONS (see reverse) | | | | | AGGREGATE |
| WORKERS COMPENSATION AND EMPLOYERS LIABILITY | Y/N | N/A | | | | PER OCCURRENCE |
| | DESCRIPTION OF OPERATIONS (see reverse) | | | | | PER OCCURRENCE |
| WORKERS COMPENSATION AND EMPLOYERS LIABILITY | Y/N | N/A | | | | AGGREGATE |
| | DESCRIPTION OF OPERATIONS (see reverse) | | | | | AGGREGATE |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 601, Additional Remarks Schedule, may be attached (three copies is required))

Event location details

10

CERTIFICATE HOLDER

CANCELLATION

| | |
|---|---|
| Town of Hamden 2700 Dismal Ave Hamden, CT 06515 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Producer/agent signature |
|---|---|

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ACORD 25 (2016/03)

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Town of Hamden

Insurance Requirements

1. Company Name and Address: Legal name and address of the insured entity.
 - Must match applicant exactly
2. Producer/Agent name and address: The insurance Agent/Broker who issues certificates.
3. Carrier names: Name of the company(ies) that holds your insurance policy(ies). They are responsible for paying when you file a covered claim.
4. Policy type: The types of insurance required by the contract.
 - Example based on standard coverage – however, coverage may vary depending on relationship request.
5. Policy Number – Unmasked
6. Policy Effective date: The date the policy coverage begins.
 - Must be on or before requested engagement date.
7. Policy expiration date: The date the policy coverage ends.
 - Must be on or after the requested engagement date.
8. Policy limits: The maximum amount of money an insurance company will pay you for a covered loss.
 - Must minimally be what is requested by town, per policy line.
9. Denotation of additional insured and waiver of subrogation: The Town request to be Additional insured with Waiver of subrogation, both boxes must be checked for each required policy line.
10. Description box: ***Town of Hamden as Additional Insured: The contractor, We Are the Village, Inc., must list the Town of Hamden as an additional insured on their insurance policies with a Waiver of Subrogation. Notice of Cancellation: The insurance carrier must provide 30-days advance notice to the Town before canceling any policy. In the case of cancellation due to non-payment, the carrier must notify the Town immediately.***
11. Certificate holder: Town of Hamden, 2750 Dixwell Ave, New Haven, CT 06514
12. Producer's signature: signature of the Insurance Agent/Broker who issues certificates – must be signed.

ADDENDUM FOR FEDERALLY FUNDED CONTRACTS OR PURCHASE ORDERS

The following provisions apply to all contracts or purchase orders which are paid in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee. Accordingly, Vendor hereby agrees to incorporate this Addendum into the agreement between NSU and Vendor. Vendor hereby agrees and accepts the applicable provisions below of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR 200 and FAR and DFARS Flow Down Clauses. The full text of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards may be accessed at: www.ecfr.gov. The full text of the FAR and DFARS Flow Down Clauses may be accessed at: www.acquisition.gov.

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR 200

- A. Equal Employment Opportunity** – Vendor shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." Vendor agrees to abide by the provisions of the following related to equal employment opportunity, to the extent applicable, which are incorporated herein by reference: 41 C.F.R. §§ 60-1.4, 60-300.5(a), 60-741.5(a), 61-300.10, Executive Orders 11246 and 13465, and Appendix A to Subpart A of Executive Order 13496. As applicable, **Vendor shall abide by the requirements of 41 CFR § 60-741.5. This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities. Vendor shall abide by the requirements of 41 CFR § 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**
- B. Rights to Inventions Made Under a Contract or Agreement** – If the contract or purchase order includes the performance of experimental, developmental, or research work, Vendor shall provide for the rights of the Federal Government and NSU in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and comply with the requirements of 37 CFR part 401 and any implementing regulations issued by the awarding agency.
- C. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended** – If the contract or purchase order amount exceeds \$150,000, Vendor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- D. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** – If the contract or purchase order amount exceeds \$100,000, Vendor (and, if required, any subcontractors) shall file the certifications required by this law and related regulations, certifying 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 contract, grant or any other award covered by 31 U.S.C. 1352. Vendor (and, if required, any subcontractors) shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- E. Debarment and Suspension (E.O.s 12549 and 12689)** – Vendor represents and warrants that neither it (nor any other person or entity affiliated with Vendor and for whom the standing under these laws is imputed to Vendor) is listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. If the contract or purchase order amount exceeds the small purchase threshold (currently, \$100,000), Vendor shall provide NSU with the required certification regarding its exclusion status and that of its principal employees.
- F. Records Access** (Contracts in excess of \$100,000) – NSU, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Vendor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.
- G. Energy Policy and Conservation Act (42 U.S.C. 6201)** – Vendor will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the state energy conservation plan adopted pursuant thereto.
- H. Procurement of Recovered Materials** – Vendor will comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the provisions of the state Energy Conservation Plan adopted pursuant thereto.
- I. Waste Disposal Act** – Vendor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- J. Domestic preferences for procurements** – As appropriate and to the extent consistent with law, Vendor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- K. Prohibition on certain telecommunications and video surveillance services or equipment** – Vendor certifies, represents, and warrants that it and its employees, agents, and contractors performing any services under this Agreement comply with Section 200.216 of Subpart C of Part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Prohibition on certain telecommunications and video surveillance services or equipment, which prohibits obligating or expending federal funds to (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services (as described in Public Law 115-232, Section 889) as a substantial or essential component of any system, or as critical technology as part of any system.
- L. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145) (Applies to contracts or purchase orders in excess of \$2000 for construction or repair)** – Vendor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that Vendor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which that person is otherwise entitled.
- M. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) (Applies to contracts or purchase**

orders in excess of \$2000 and involves the employment of mechanics or laborers) – If required by the Federal program legislation, Vendor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3148) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, Vendor is required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, Vendor is required to pay wages not less than once a week.

N. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) (Applies to contracts or purchase orders in excess of \$100,000 and involves the employment of mechanics or laborers) – Vendor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under 40 U.S.C. 3702, Vendor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week 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 work week. The requirements of 40 U.S.C. 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 or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

O. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms 92CFR 200.321) – Vendor shall, in accordance with 2 CFR 200.321 – contracting with small and minority businesses, women's business enterprises, and labor surplus area firms, take affirmative steps to include minority business, women's business enterprises, and labor surplus area firm by:

- 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 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; and
- 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.

P. Compliance with Federal Agency Requirements – Vendor shall comply with the all requirements applicable to contractors providing routine goods and/or services set forth in the agency specific terms and policies available at Supplemental Regulations: Federal Agencies and their Procurement Regulation Website. Select the applicable funding source weblink for additional information.

FAR and DFARS Flow Down Clauses

| Number | Title | Date |
|---------------|--|-------------|
| 52.202-1 | Definitions | Nov 2013 |
| 52.203-3 | Gratuities | Apr 1984 |
| 52.203-6 | Restrictions on Subcontractor Sales to the Government | Sep 2006 |
| 52.203-7 | Anti-Kickback Procedures | May 2014 |
| 52.203-12 | Limitation on Payments to Influence Certain Federal Transactions | Oct 2010 |
| 52.203-13 | Contractor Code of Business Ethics and Conduct | Jun 2020 |

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|---------------|--|-------------|
| 52.203-19 | Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements | Jun 2010 |
| 52.204-21 | Basic Safeguarding of Covered Contractor Information Systems (in full text below) | Jun 2016 |
| 52.204-23 | Prohibition on Contracting for Hardware, Software and Services Developed or Provided by Kaspersky Lab and Other Covered Entities | Jul 2018 |
| 52.204-25 | Prohibition on Contracting for Certain Telecommunications & Video Surveillance Services | Aug 2020 |
| 52.209-6 | Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment | Oct 2015 |
| 52.215-2 | Audit and Records – Negotiation | Oct 2010 |
| 52.219-8 | Utilization of Small Business Concerns | Oct 2018 |
| 52.222-21 | Prohibition of Segregated Facilities | Apr 2015 |
| 52.222-26 | Equal Opportunity | Sep 2016 |
| 52.222-35 | Equal Opportunity for Veterans | Oct 2015 |
| 52.222-36 | Equal Opportunity for Workers with Disabilities | Jul 2014 |
| 52.222-37 | Employment Reports on Veterans | Feb 2016 |
| 52.222-40 | Notification of Employee Rights Under the National Labor Relations Act | Dec 2010 |
| 52.222-50 | Combating Trafficking in Persons | Mar 2015 |
| 52.222-54 | Employment Eligibility Verification | Oct 2015 |
| 52.222-55 | Minimum Wages under Executive Order 13658 | Dec 2015 |
| 52.222-62 | Paid Sick Leave Under Executive Order 13706 | Jan 2017 |
| 52.223-18 | Encouraging Contractor Policies to Ban Text Messaging While Driving | Aug 2011 |
| 52.224-3 | Privacy Training | Jan 2017 |
| 52.225-13 | Restrictions on Certain Foreign Purchases | Jun 2008 |
| 52.225-26 | Contractors Performing Private Security Functions Outside the United States | Oct 2016 |
| 52.227-1 | Authorization and Consent | Apr 1984 |
| 52.232-40 | Providing Accelerated Payments to Small Business Subcontractors | Dec 2013 |
| 52.244-6 | Subcontracts for Commercial Items | Oct 2018 |
| 52.247-64 | Preference for Privately Owned U.S.-Flag Commercial Vessels | Feb 2006 |
| Number | Title | Date |
| 252.203-7001 | Prohibition on Persons Convicted of Fraud or Other Defense Contract-Related Felonies | Dec 2008 |
| 252.203-7002 | Requirement to Inform Employees of Whistleblower Rights | Sep 2013 |
| 252.204-7000 | Disclosure of Information (in full text below) | Oct 2016 |
| 252.204-7009 | Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information | Oct 2016 |
| 252.204-7012 | Safeguarding Covered Defense Information and Cyber Incident Reporting | Oct 2016 |
| 252.204-7015 | Notice of Authorized Disclosure of Information for Litigation Support | May 2016 |
| 252.225-7048 | Export Controlled Items (in full text below) | Jun 2013 |
| 252.226- | Utilization of Indian Organizations, Indian-Owned Economic | Sep 2004 |

| | | |
|--------------|---|----------|
| 7001 | Enterprises, and Native Hawaiian Small Business Concerns | |
| 252.227-7013 | Rights in Technical Data – Noncommercial Items (in full text below) | Feb 2014 |
| 252.227-7014 | Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation | Feb 2014 |
| 252.227-7016 | Rights in Bid or Proposal Information | Jan 2011 |
| 252.244-7000 | Subcontracts for Commercial Items | Jun 2013 |
| 252.247-7023 | Transportation of Supplies by Sea | Apr 2014 |

IN THE EVENT OF VENDOR'S NONCOMPLIANCE WITH THE NONDISCRIMINATION CLAUSES OF THIS CONTRACT OR WITH ANY OF THE APPLICABLE CLAUSES, THE CONTRACT/PURCHASE ORDER MAY BE TERMINATED, CANCELLED, OR SUSPENDED BY NSU IN WHOLE OR IN PART.

Addendum

D.

Duplication of Benefits Certification for Coronavirus State & Local Fiscal Recovery Funds

A duplication of benefits occurs when a person, household, business, government, or other entity receives financial assistance from multiple sources for the same purpose, and the total assistance received for that purpose is more than the total need for assistance. Duplication of benefits occurs when Federal financial assistance is provided to a person or entity through a program to address losses and the person or entity has received (or would receive, by acting reasonably to obtain available assistance) financial assistance for the same costs from any other source (including insurance), and the total amount received exceeds the total need for those costs.

The Town of Hamden and the U.S. Department of Treasury requires each grantee to have procedures in place to prevent the duplication of benefits when it provides financial assistance with American Rescue Plan coronavirus state and local fiscal recovery funds. (U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Final Rule, 31 CFR Part 35 RIN 1505-AC77, §35.6). Grant funds may not be used to pay for a cost if another source of financial assistance is available to pay for the same cost.

This certification must be completed by any subrecipient, individual or family, business, direct beneficiary, or other entity that receives assistance and serves to document compliance with the American Rescue Plan requirement to ensure that there are adequate procedures in place to prevent any duplication of benefits as required by the U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Final Rule, 31 CFR Part 35 RIN 1505-AC77, §35.6.

I, Melissa Jones

(Name/title of business owner(s), sub grantee (Public Social Service Entity), sub recipient, direct beneficiary, other entity)

Hereby certify that:

A. The coronavirus state and local fiscal recovery funds, awarded to the (Name/title of business owner(s), sub grantee (Public Social Service Entity), sub recipient, direct beneficiary, other entity), through the American Rescue Plan Act (ARPA) does not duplicate/replace any other funds, and/or any funds from the following sources:

1. The Paycheck Protection Program
2. Unemployment compensation benefits
3. Insurance claims/proceeds
4. Federal Emergency Management Agency (FEMA) funds
5. Small Business Administration funds
6. Other Federal, State or local funding
7. Other nonprofit, private sector, or charitable funding.

B. Further, this executed certification serves to acknowledge that any subgrantee, subrecipient, individual or family, business, direct beneficiary, or other entity understands and agrees that the coronavirus state and local fiscal recovery funds must be repaid if it is determined that such assistance is determined to be duplicative.

Signature and date of:

Business owner(s), sub grantee (Public Social Service Entity), subrecipient, direct beneficiary, or other entity