

DEPARTMENT OF ADMINISTRATIVE SERVICES  
Hartford, Connecticut 06106

FEDERAL DIGITAL EQUITY CAPACITY  
GRANT CONTRACT

This agreement is made by and between the State of Connecticut Department of Administrative Services (DAS) Commission for Educational Technology (hereinafter “Commission”) and \_\_\_\_\_ (hereinafter “Contractor” or “grantee”) pursuant to Section 11-2a of the Connecticut General Statutes (hereinafter “CGS”).

WHEREAS, the [Infrastructure Investment and Jobs Act](#), (“IIJA”), Infrastructure Investment and Jobs Act of 2021, Division F, Title III, Public Law 117-58, 135 Stat. 429, 1209 (November 15, 2021) (“Infrastructure Act” or “IIJA”) also known as the (“Digital Equity Act” or “DE Act”) appropriated \$2.75 billion to be awarded by the Assistant Secretary of Commerce for Communications and Information (“Assistant Secretary”) to promote digital inclusion activities and achieve digital equity.

WHEREAS, the Office of Governor Ned Lamont has designated the Commission, within DAS, to administer the Digital Equity Planning and Capacity Grant Programs on behalf of Connecticut. The Commission has successfully completed an approved State Digital Equity Plan (“Connecticut: Everyone Connected”) and has received approval of its 2024 Digital Equity Capacity Grant Program application. That application includes certain “Digital Navigation Pilot” programs, addressed in this Grant Contract.

NOW THEREFORE, in consideration of the aforesaid and the mutual promises hereinafter contained, the parties do hereby agree as follows:

Part I

1. The Contractor agrees to comply with all Assurances and Certifications described in Attachment A, as indicated by the Authorized Official's signature thereon.

Part II

2. The Commission hereby authorizes a grant for the amount not to exceed \_\_\_\_\_ (hereinafter “grant Funds”) for the project \_\_\_\_\_ than the grant Funds. The approved Project Budget is as follows:

		IIJA Funds Approved
1.	Personnel	
2.	Contractual	
3.	Travel	
4.	Supplies	
5.	Organizational Materials	

6.	Professional Materials	
7.	Equipment	
8.	Printing	
9.	Other (specify)	
10.	Indirect costs	
11.	TOTAL	

3. The Contractor may execute budget reallocation between line items when such reallocation does not exceed ten percent (10%) of the total grant, but the Commission must approve reallocations (one time or cumulative) exceeding ten percent (10%). The Contractor shall submit a *Digital Equity Capacity grant Budget Revision Request*, attached hereto as Attachment F, to the Commission’s *Digital Equity* Program Manager prior to the reallocation.
4. The Contractor shall expend grant Funds for the Project from **[Start Date]** through **[End Date]** (hereinafter the “grant Period”). Project expenditures incurred by the Contractor before the grant Period may not be charged against the grant Funds. Project expenditures incurred after the grant Period may be charged against the grant Funds only to honor funds committed before the expiration date of the grant Period. All Project activities must take place during the grant Period. If a Contractor makes an application in writing no later than thirty (30) days prior to the end of the grant Period, the Commission may amend this Agreement by a three-month extension of the grant Period without additional funding. Determinations shall be made on a case-by-case basis.
5. Any grant Funds remaining unexpended/unobligated on **[End Date]**, or expenditures disallowed by the Commission will be returned to the Commission by **[Chosen Date]**, as will any accrued interest from these grant Funds.
6. The Project Director, \_\_\_\_\_ is responsible for the conduct of the specific work and shall provide technical leadership to the project whether or not any salary is provided from grant Funds.
7. The Contractor is responsible for the administration and/or supervision of all grant activities.
8. *Digital Equity Capacity grant Expenditure Report*, attached hereto as Attachment F, is **due on [Chosen Date]**.
9. Payment to the Contractor under this agreement is subject to availability of federal funds. Payments shall be made in two (2) installments. The first payment shall be made on **[Chosen Date]** or upon approval of this Agreement by the Executive Director whichever is later. The remaining installment payment shall be made on **[Chosen Date]** as outlined in the Contractor’s *Application for Payment of Federal grant* document. No payment shall be released unless the Commission has received from the Contractor the previous period’s *Digital Equity Capacity grant Expenditure Report*. If there is more than twenty-

five percent (25%) of the previous payment indicated in section G (*Digital Equity Capacity grant Funds Remaining On-hand*) of the *Digital Equity Capacity grant Expenditure Report* when the *Digital Equity Capacity grant Expenditure Report* is submitted, the next payment will not be released until another *Digital Equity Capacity grant Expenditure Report* is received by the Commission indicating that the funds on hand have been reduced or expended. If the Contractor is awarded more than one (1) Digital Equity Capacity grant, then it shall maintain separate accounting for each Digital Equity Capacity grant and all supporting data to verify the proper expenditure of funds in accordance with the approved grant budget.

10. The Contractor shall submit a *Digital Equity Capacity grant Midpoint Report*, attached hereto as Attachment F, by **[Chosen Date]**.
11. The Contractor shall submit a *Digital Equity Capacity grant Final Report*, attached hereto as Attachment F, within fifteen (15) days following the end of the contract period, or by **[Chosen Date]**.

### Part III

#### 12. Audit Requirements

(a) State grants. For purposes of this clause, the word “Contractor” shall be read to mean “nonstate entity,” as that term is defined in C.G.S. § 4-230. The Contractor shall provide for an annual financial audit acceptable to the Commission for any expenditure of State-awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The Contractor will comply with federal and State single audit standards as applicable.

(b) Federal grants.

(1) For U.S. based, non-profit Contractors expending \$500,000 or more of federal awards in one year: The Contractor agrees to comply with the requirements of Office of Management and Budget (OMB) Circular A-133 or A-128 as appropriate. Contractor further agrees to provide the Commission with copies of all independent auditors' reports which cover the period of performance of this Agreement. Contractor will provide a copy of its response to auditors' reports and, in instances of non-compliance, a plan for corrective action. All records and reports prepared in accordance with the requirements of OMB Circular A-133 or Circular A-128 as appropriate shall be made available for review or audit by appropriate officials of the Federal agency, University, or the General Accounting Office (GAO) during normal business hours.

(2) For U.S. based, non-profit Contractors expending less than \$500,000 of federal funds in one year: The Contractor agrees that all records pertaining to this Agreement

will be made available for review or audit by appropriate officials of the Federal agency, Commission, or the GAO during normal business hours.

13. Federal Funds.

(a) The Contractor shall comply with requirements relating to the receipt or use of federal funds. The Commission shall specify all such requirements in Part II of this Contract.

(b) The Contractor acknowledges that the Commission has established a policy, as mandated by Section 6032 of the Deficit Reduction Act (DRA) of 2005, P.L. 109-171, that provides detailed information about the Federal False Claims Act, 31 U.S.C. §§ 3729-3733, and other laws supporting the detection and prevention of fraud and abuse.

(1) Contractor acknowledges that it has received a copy of said policy and agrees to comply with its terms, as amended, and with all applicable state and federal laws, regulations and rules. Contractor agrees to provide said policy to subcontractors and shall require compliance with the terms of the policy. Failure to abide by the terms of the policy, as determined by the Commission, shall constitute a breach of this contract and may result in termination of this contract.

(2) Contractor represents that it is not excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs.

(3) Contractor agrees that, for purposes of performing the Agreement with the Commission, it will not knowingly employ or contract with, with or without compensation: (A) any individual or entity listed by a federal agency as excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs; or (B) any person or entity who is excluded from contracting with the State of Connecticut or the federal government (as reflected in the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, Department of Health and Human Services, Office of Inspector General (HHS/OIG) Excluded Parties list and the Office of Foreign Assets Control (OFAC) list of Specially Designated Nationals and Blocked Persons List). Contractor agrees to immediately notify the Commission should it become subject to an investigation or inquiry involving items or services reimbursable under a federal health care program or be listed as ineligible for participation in or to perform services in connection with such program. The Commission may terminate this Agreement immediately if at any point the Contractor, subcontractor or employee thereof is sanctioned, suspended, excluded from or otherwise becomes ineligible to participate in federal health care programs.

14. Failure to supply any of the required documentation shall exclude the Contractor from receiving any further grant monies until the Commission receives all required documentation. All records pertaining to the project shall be retained by the grantee for a

period of six (6) years after submission of the *Digital Equity Capacity grant Final Evaluation* to the Commission.

15. The Contractor shall refund any amounts found to be owing to the State as a result of an error or the discovery of any fraud, collusion, or illegal actions. Such refunds shall be made within thirty (30) days from notice in writing by the State. In the case of any failure to make such refunds, the Contractor agrees that the State may deduct such amount from any current or future sums owing to said Contractor on the part of the State from any source or for any purpose whatsoever.
16. The Contractor owns all equipment and materials that are purchased with these grant Funds. If the Contractor is purchasing equipment for other entities, the other entities own the equipment. All equipment purchased must be identified on inventory as purchased with the Digital Equity Capacity Grant funds and must be marked "Purchased with Digital Equity Capacity Grant funds" in a visible location.
17. Inspection of Work Performed.
  - (a) The Commission or its authorized representative shall at all times have the right to enter into the Contractor's or subcontractor's premises, or such other places where duties under this Contract are being performed, to inspect, to monitor or to evaluate the work being performed in accordance with CGS § 4e-29 to ensure compliance with this contract. The Contractor and all subcontractors must provide all reasonable facilities and assistance to Commission representatives. All inspections and evaluations shall be performed in such a manner as will not unduly delay work. Written evaluations pursuant to this paragraph shall be made available to the Contractor.
  - (b) The Contractor must incorporate this section verbatim into any contract it enters into with any subcontractor providing services under this Agreement.
18. Assignment. The Contractor shall not assign any of its rights or obligations or sublet under this contract, voluntarily or otherwise, in any manner without the prior written consent of the Commission. The Commission may void any purported assignment in violation of this paragraph and declare the Contractor in breach of contract. Any cancellation by the Commission for a breach is without prejudice to the Commission or the State's rights or possible claims.
19. Indemnification.
  - (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all
    - (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and
    - (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify,

defend and hold harmless against Claims includes but is not limited to Claims concerning (i) the confidentiality of any part of or all of the Contractor's bid or proposal and (ii) Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, or Goods furnished or used in the performance of the Contract. For purposes of this provision, "Goods" means all things which are movable at the time that the Contract is effective and which includes, without limiting this definition, supplies, materials and equipment.

(b) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.

(c) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims. The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.

(d) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability or other form of insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to the Commission all in an electronic format acceptable to the Commission prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin performance until the delivery of these three (3) documents to the Commission. Contractor shall provide an annual electronic update of the three (3) documents to the Commission on or before each anniversary of the Effective Date during the Contract term. The Commission or the State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the or the State is contributorily negligent.

(e) This section shall survive the termination of the Contract and shall not be limited by reason of any insurance coverage.

20. The State of Connecticut shall assume no liability for payment for services under the terms of this Agreement until the Contractor is notified that this Agreement has been accepted by the contracting agency and, if applicable, the Connecticut Attorney General.

21. Performance of the provisions of this Agreement is subject to the conditions and availability of funds under the Digital Equity Capacity Grant. Sub-grantees must abide by the provisions of the Act and such instructions as the U.S. Department of Commerce, National Telecommunications and Information Administration ("NTIA") may issue. grantees shall also comply with federal cash management requirements, including

expending grant Funds on the grant Project within three days of actual receipt of grant Funds.

22. The Contractor shall acknowledge the NTIA and the Commission when issuing statements, press releases, requests for proposals, bid solicitations, contract awards under the grant, and other documents or announcements describing this project. The Contractor shall state clearly the dollar amount of Digital Equity Capacity Grant funds received from the Commission for the project.
23. The Contractor shall provide free of charge to all persons any and all library services directly supported, in whole or in part, by funds awarded under this agreement.
24. The Contractor shall comply with NTIA requirements concerning copyright issues and creative commons.
25. Executive Orders and Other Enactments
  - (a) All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, “Enactments”) shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency’s authority to require compliance with the Enactments.
  - (b) This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.
  - (c) This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.
26. Campaign Contribution Restriction.

For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to

this Contract represents that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.

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## Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

**Please note:** A copy of, or a hyperlink to, the electronic version of this notice must be provided in the bid specifications or requests for proposals for a state contract. Notice of the contribution certification requirements detailed below must also be given. No state agency or quasi-public agency shall execute a state contract unless such contract contains a representation that the chief executive officer or authorized signatory of the contract has received such notice and the written certifications have been provided by the state contractor.

### CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder, of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall knowingly *solicit* contributions from the state contractor's or prospective state contractor's employees or from a subcontractor or principals of the subcontractor on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

### DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

### CERTIFICATION REQUIREMENT

A state contractor or prospective state contractor submitting a bid or proposal for a state contract must disclose on the certification form (typically OPM Form 1.) all contributions made by any of its principals to any party committee, exploratory committee, candidate for state-wide office or for the General Assembly, or political committee authorized to make contributions to or expenditures to or for the benefit of such candidates for a period of four years prior to the signing of the contract or date of the response to the bid, whichever is longer, and certify that all contributions have been disclosed.

Furthermore, a state contractor or prospective state contractor submitting a bid or proposal for a state contract shall certify that neither the contractor or prospective state contractor, nor any of its principals, have made any contributions to, or solicited any contributions on behalf of, any party committee, exploratory committee, candidate for state-wide office or for the General Assembly, or political committee authorized to make contributions to or expenditures to or for, the benefit of such candidates, in the previous four years, that were determined by the State Elections Enforcement Commission to be in violation of General Statutes § 9-612, without mitigating circumstances being found.

Each certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement. If there is any change in the information contained in the most recently filed certification, such person shall submit an updated certification not later than thirty days after the effective date of any such change or upon the submittal of any new bid or proposal for a state contract, whichever is earlier.

For further information on the notice and certifications, and to find answers to many questions raised by this notice, please see the Frequently Asked Questions – State Contractors section of the Commission's website at <https://sec.ct.gov/Portal/SCCB/FAQs>.





### PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

**Civil penalties**—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

**Criminal penalties**—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

### CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information about state contractors campaign finance limitations may be found on the website of the State Elections Enforcement Commission, <https://portal.ct.gov/seec>. Click on the link to "State Contractor and Lobbyist Provisions."

### DEFINITIONS

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.



**DEFINITIONS (CONTINUED)**

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fundraising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee, serving on the committee that is hosting a fundraising event, introducing the candidate or making other public remarks at a fundraising event, being honored or otherwise recognized at a fundraising event, or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

27. Nondiscrimination.

(a) For purposes of this Section, the following terms are defined as follows:

- i. "Commission" means the Commission on Human Rights and Opportunities;
- ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
- iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
- v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- vii. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally

recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

- (b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.
- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of

Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

- (i) Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Contract, or (C) initialing this nondiscrimination affirmation in the following box:

28. Termination. The State may terminate this Agreement upon thirty (30) days' notice in writing to the Contractor if the Contractor fails to comply with this Agreement or time schedules to the satisfaction of the State. In the case of any such termination, the State shall not be responsible for further payments to the Contractor and may proceed to recover any payments already made by any available means whatsoever, including the withholding of grants or funds otherwise due to the Contractor from the State.
29. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the laws of the State of Connecticut.
30. Summary of Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the State has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract; (b) the Contractor represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Contract; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.
31. Large State Contract Representation for Contractor. Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive

Order No. 21-2, promulgated July 1, 2021, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

- (1) That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;
- (2) That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and
- (3) That the Contractor is submitting bids or proposals without fraud or collusion with any person.

32. Large State Contract Representation for Official or Employee of State Agency. Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State agency official or employee represents that the selection of the person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

33. Iran Investment Energy Certification.

(a) Pursuant to section 4-252a of the Connecticut General Statutes, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.

(b) If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section then the Contractor shall not be deemed to be in breach of the Contract or in violation of this section. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in

certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.

34. Consulting Agreement Representation.

Pursuant to section 4a-81 of the Connecticut General Statutes, the person signing this Contract on behalf of the Contractor represents, to their best knowledge and belief and subject to the penalty of false statement as provided in section 53a-157b of the Connecticut General Statutes, that the Contractor has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below or in an attachment to this Contract. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.

\_\_\_\_\_  
Consultant's Name and Title

\_\_\_\_\_  
Name of Firm (if applicable)

\_\_\_\_\_  
Start Date

\_\_\_\_\_  
End Date

\_\_\_\_\_  
Cost

The basic terms of the consulting agreement are: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Description of Services Provided: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Is the consultant a former State employee or former public official?  YES  NO

If YES: \_\_\_\_\_  
Name of Former State Agency

\_\_\_\_\_  
Termination Date of Employment



**PLEASE NOTE, THE CONSULTING AGREEMENT SWORN STATEMENT IS NO LONGER REQUIRED BY STATUTE. AS SUCH, THERE IS NO LONGER ANY NEED TO OBTAIN A SEPARATE, NOTARIZED SIGNATURE FROM THE PERSON SIGNING THE CONTRACT ON BEHALF OF THE CONTRACTOR.**

35. Access to Contract and State Data. The Contractor shall provide to the Client Agency access to any data, as defined in Conn. Gen Stat. Sec. 4e-1, concerning the Contract and the Client Agency that are in the possession or control of the Contractor upon demand and shall provide the data to the Client Agency in a format prescribed by the Client Agency and the State Auditors of Public Accounts at no additional cost.
36. This Agreement shall be binding upon and shall inure to the benefit of the Contractor and its successor.
37. Claims against the State. The sole and exclusive means for the presentation of any claim against the State arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor shall not initiate legal proceedings in any State or Federal Court in addition to or in lieu of said Chapter 53 proceedings.
38. Sovereign Immunity. The parties acknowledge and agree that nothing in this contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of this contract. To the extent that this section conflicts with any other section, this section shall govern.
39. Entire Agreement. This written contract, including all its designated attachments which are hereby made part of the contract, shall constitute the entire agreement between the parties and no other terms and conditions in any document, acceptance or acknowledgment shall be effective or binding unless expressly agreed to in writing by the Commission. This contract may not be changed other than by a formal written contract amendment signed by the parties hereto and approved by the Connecticut Attorney General, if applicable.

IN WITNESS WHEREOF, the parties have executed this contract by their duly authorized representatives with full knowledge of and agreement with its terms and conditions.

DEPARTMENT OF ADMINISTRATIVE SERVICES (“COMMISSION”)

\_\_\_\_\_  
Mark Raymond  
CIO

\_\_\_\_\_  
Date

GRANTEE: Hartford Public Library

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (to be typed)

\_\_\_\_\_  
Title

The undersigned, being the person signing the Contract, swears that the representation in the Consulting Agreements Representation provision in this Contract is true to the best of my knowledge and belief, and is subject to the penalties of false statement.

\_\_\_\_\_  
Signature of person signing this Contract

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

Sworn and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Commissioner of the Superior Court  
or Notary Public

\_\_\_\_\_  
My Commission Expires

ASSURANCES AND CERTIFICATIONS FOR  
DIGITAL EQUITY CAPACITY GRANT AWARD

All grantees receiving Digital Equity Capacity grant assistance under 220 U.S.C. § 9121 *et seq.*, as amended, must comply with applicable statutes and regulations including but not limited to those cited below. To receive Federal assistance through the State of Connecticut, all applicants must provide this signed Statement of Program Assurances and Certifications.

The undersigned, on behalf of the grantee, agrees that the grantee will comply with the following:

1. Legal Authority and Capability

The authorized representative, on behalf of the grantee, certifies that the grantee has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Nondiscrimination

The authorized representative, on behalf of the grantee, certifies that the grantee will comply with the following nondiscrimination statutes and their implementing regulations:

(a) Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000 *et seq.*), which prohibits discrimination on the basis of race, color, or national origin (note: as clarified by Executive Order 13166, reasonable steps must be taken to ensure that limited English proficient (LEP) persons have meaningful access to the programs (see NTIA guidance at 68 Federal Register 17679, April 10, 2003));

(b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 701 *et seq.* including §794), which prohibits discrimination on the basis of disability (note: NTIA applies the regulations in 45 C.F.R part 1170 in determining compliance with § 504 as it applies to recipients of Federal assistance);

(c) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–83, 1685–86), which prohibits discrimination on the basis of sex in education programs;

(d) the Age Discrimination in Employment Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age; and

(e) the requirements of any other nondiscrimination statute(s) which may apply.

3. Debarment and Suspension

The grantee shall comply with 2 C.F.R. part 3185 and 2 C.F.R., part 180, as applicable. The authorized representative, on behalf of the grantee, certifies to the best of his or her knowledge and belief that neither the grantee nor any of its principals for the Five Year Plan:

- (a) Are presently excluded or disqualified;
- (b) Have been convicted within the preceding three years of any of the offenses listed in 2 C.F.R. §180.800(a) or had a civil judgment rendered against it or them for one of those offenses within that time period;
- (c) Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in 2 C.F.R. §180.800(a); or
- (d) Have had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default.

Where the grantee is unable to certify to any of the statements in this certification, the authorized representative shall attach an explanation to this form.

The grantee, as a lower tier participant, is required to comply with 2 C.F.R. part 180 subpart C (Responsibilities of Participants Regarding Transactions Doing Business with Other Persons) as a condition of participation in the award. The grantee is also required to communicate the requirement to comply with 2 C.F.R. part 180 subpart C (Responsibilities of Participants Regarding Transactions Doing Business with Other Persons) to persons at the next lower tier with whom the grantee enters into covered transactions.

4. Trafficking in Persons

The grantee must comply with Federal law pertaining to trafficking in persons. Under 22 U.S.C. § 7104(g), any grant, contract, or cooperative agreement entered into by a Federal agency and a private entity shall include a condition that authorizes the Federal agency (NTIA) to terminate the grant, contract, or cooperative agreement, if the grantee, subgrantee, contractor, or subcontractor engages in trafficking in persons, procures a commercial sex act, or uses forced labor. 2 C.F.R. part 175 requires NTIA to include the following award term:

- a. *Provisions applicable to a recipient that is a private entity.*

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not –
    - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
    - ii. Procure a commercial sex act during the period of time that the award is in effect; or
    - iii. Use forced labor in the performance of the award or subawards under the award.
  
  2. NTIA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
    - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
    - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either –
      - A. Associated with performance under this award; or
      - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 C.F.R. part 3185.
- b. *Provision applicable to a recipient other than a private entity.* NTIA as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity –
1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
  
  2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either –
    - i. Associated with performance under this award; or
    - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 C.F.R. part 3185.
- c. *Provisions applicable to any recipient.*
1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

2. NTIA's right to terminate unilaterally that is described in paragraph a.2 or b of this section:
    - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
    - ii. Is in addition to all other remedies for noncompliance that are available to NTIA under this award.
  3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- d. *Definitions.* For purposes of this award term:
1. "Employee" means either:
    - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
    - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
  3. "Private entity":
    - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. part 175.25.
    - ii. Includes:
      - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R part 175.25(b).
      - B. A for-profit organization.
  4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
5. Procurement

The authorized representative, on behalf of the grantee, certifies that the grantee:

- (a) has written procurement procedures which reflect applicable State and local laws and regulations as well as applicable Federal law and the standards identified in the Code of Federal Regulations, 2 C.F.R. part 200.318;

(b) has written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts; and

(c) follows these procedures and standards.

See 2 C.F.R. parts 200.317-200.326 for additional information.

6. General Certification

The authorized representative, on behalf of the grantee, certifies that the grantee will comply with all applicable requirements of all other Federal and State of Connecticut laws, executive orders, regulations, and policies governing the program.

These assurances and certifications are provided in connection with any and all financial assistance from the NTIA through awards from the Commission after the date this form is signed. This includes payments after such date for financial assistance approved before such date. The grantee recognizes and agrees that any such assistance will be extended in reliance on the representations and agreements made in this assurance, and that the States of Connecticut shall have the right to seek judicial enforcement of this Statement of Program Assurances and Certifications. These assurances and certifications are binding on the grantee, its successors, transferees, and assignees, and on the Authorized Certifying Official whose signature appears below.

As the duly authorized representative of the grantee, I hereby certify that the grantee will comply with the above assurances and certifications.

---

Signature of Authorized Official

---

Date

---

Authorized Official  
Print Name and Title

**Hartford Public Library  
Community Digital Literacy Pilot:  
Opportunity Youth, English Language Learners and Older Adults**

**Overview:** The Hartford Public Library Community Digital Literacy Pilot will provide personalized and small group instruction to community members seeking to improve their digital literacy skills. Instruction will develop digital skills for economic and workforce development (through NorthStar – proctored certificate program) and instruction tailored to support civic and social engagement and delivery of essential services. Sustainable library system-wide complement resources will include on-demand self-paced access to evidence based online tutorials (NorthStar) and individualized support offered monthly at library branch locations systemwide. The Hartford Public Library pilot key activities will include the recruitment, training, and deployment of Digital Navigators as they key intervention to assist library patrons.

**Objectives:**

- Improve digital literacy skills among Opportunity Youth, English Language Learners and older adults.
- Address through instruction and support digital inequities and bridge the digital divide within the community
- Increase digital literacy workforce development skills in community
- Train library staff as digital literacy proctors
- Increase access to technology resources and digital services.
- Empower individuals to confidently navigate digital platforms and tools.

**Served Populations:** includes estimates on the number of people served by covered population.

- Individuals who live in covered households: Households with income no more than 150 percent of the federal poverty threshold. **(25 individuals)**
- Aging individuals: 60 years and older. **(50 individuals)**
- Individuals with a language barrier, including individuals who are English learners and have low levels of literacy: English learners are defined as individuals who speak a language other than English at home and speak English less than “very well.”**(50 individuals )**
- Individuals who are members of a racial or ethnic minority group: The population who identify as a race other than White alone or as Hispanic or Latino of any race. **(100 individuals – duplicated from above groups)**

**Key Activities:**

- **Digital Navigator Recruitment:** Identify and recruit individuals with a passion for technology and community service to serve as Digital Navigators.
- **Community Outreach:** Conduct outreach activities to promote the Digital Navigator services and engage with community-based organizations and associations, senior centers, schools and local businesses.



- **Training and Capacity Building:** Provide comprehensive training to Digital Navigators on digital literacy, technology troubleshooting, effective communication, and cultural competency.
- **Certify Library Staff as NorthStar Digital Literacy Proctors:** Provide support to certify Library Branch Managers, digital literacy navigators and other library support staff as NorthStar Digital Literacy proctors to sustain opportunities for expanding digital literacy beyond and between programming sessions.
- **Skill Building:** Deploy Digital Navigators at designated service points within the library system to offer one-on-one assistance, workshops, and group training sessions to enrolled participants.
- **Certificate Attainment:** *Northstar Digital Literacy* is a self-guided program that offers online assessments and tutorials to build basic computer skills. Completing of programming offers badges and certificates that can be helpful in workforce development activities.
- **Build Digital Literacy for Daily Life Resource Development** – Specific resources for health-related digital skills and delivery of essential services.
- **Resource Development:** Develop and curate digital literacy resources, toolkits, and educational materials for both Digital Navigators and library patrons.
- **Monitoring and Evaluation:** Establish mechanisms to track and evaluate the impact of the pilot, including feedback from patrons and quantitative metrics on participation and outcomes.

#### 4. Deliverables:

- Recruitment plan and selection criteria for Digital Navigators.
- Training curriculum and materials for Digital Navigators.
- Monthly reports on service delivery activities, including the number of patrons served and topics addressed.
- Documentation of best practices and lessons learned for future scalability and replication.
- Reporting on navigators trained, proctors trained, badges received, certificates received.
- Feedback metrics including # of individuals enrolled, participant satisfaction and pre/post test skill development

**5. Timeline:** The Digital Navigator pilot will be implemented over a period of 6 months. Instruction for participants will be over 8 weeks. Monitoring and evaluation will include regular review and attainment of milestones to gauge progress and adapt strategies as needed.

#### TIMELINE DETAIL:

##### October

- Develop selection criteria and recruitment plan for digital navigators
- Develop training curriculum and educational materials for Digital Navigators.
- Explore training module and/or critical skills and assets (emails, etc) participants to support specific health and delivery of essential services .
- Develop evaluation framework including processes measures, outcome measures and tools for monitoring and feedback of program.

- Develop framework for sustainability planning and reporting on best practices, lessons learned and considerations for scale and spread (community of practice).
- Select Program Coordinator (library staff).
- Monthly reports on process measures and service delivery activities.

### **November**

- Recruitment Digital Navigators
- Develop training schedule for library staff
- Develop recruitment materials for attendees
- Develop and begin outreach strategy for community-based organizations and groups
- Develop communication/marketing to promote awareness of the pilot, share success stories, and foster community engagement. Include social media, newsletters, press releases, and community events.
- Train library staff as Northstar Digital Literacy Proctors
- Finalize recruitment materials for participants
- Continue outreach to community organizations to partner – senior centers, schools, community based youth serving organizations
- Monthly reports on process measures and service delivery activities, including the number of patrons served and topics addressed.

### **January**

- Digital Navigators hired
- Recruit community members to program (library staff)
- Library Staff and Digital Navigators Trained (Week of 9/23 and 9/30)
- Scheduling of personalized and group sessions begins – week of 9/30
- Monthly reports on process measures and service delivery activities

### **February**

- Programming BEGINS – Week of 10/7 (8 weeks)
- Monthly reports on process measures and service delivery activities, including the number of patrons served and topics addressed.

### **March**

- Programming ENDS – Week of 11/18
- Follow up with all participants regarding final assessments and feedback – week of 11/25
- Monthly reports on process measures and service delivery activities, including the number of patrons served and topics addressed.

### **December**

- Compile final process measures and outcomes
- Prepare final deliverables: Recruitment plan and selection criteria for Digital Navigators, Training curriculum for Digital Navigators, best practices and lessons learned for scale and spread of pilot, marketing/communication and dissemination plan
- Report on feedback metrics including # of individuals enrolled, participant satisfaction and pre/post-test skill development
- Draft sustainability plan

- All deliverables due by 12/20

**6. Budget:**

- The budget for the pilot includes personnel/contractual costs, hardware, materials and resources for training, marketing and outreach activities, and evaluation expenses.
- Additional funding sources may be explored through gifts, grants, partnerships and sponsorships to sustain and expand the project over time.

**7. Partnerships:** Collaboration with local community based organizations, educational institutions, youth and workforce service providers local and state government agencies will be essential to the success of pilot. Current partnerships will be leveraged, and new partnerships will be develop as needed to ensure the initiative has the resources to reach underserved populations and amplify the impact of the project.

**8. Sustainability Plan:** A sustainability plan will be drafted to offer insight into the long-term viability of the Digital Navigator Initiative beyond the pilot phase. This plan may include strategies for funding diversification, volunteer engagement, integration with existing library services, and ongoing community support.

**9. Governance and Oversight:** Hartford Public Library will provide oversight and management of the pilot.

**10. Reporting and Accountability:** Monthly progress reports and updates on the pilot will be provided to HPL leadership and stakeholders, with transparency and accountability maintained throughout the project lifecycle.

**11. Evaluation and Impact Assessment:** An evaluation and reporting framework will be established to assess the effectiveness, reach, and impact of the pilot, incorporating both qualitative and quantitative measures. Evaluation findings will inform continuous improvement and decision-making processes and the sustainability plan.

**12. Communication and Dissemination:** Communication strategies will be employed to promote awareness of the pilot, share success stories, and foster community engagement. Regular communication channels may include social media, newsletters, press releases, and community events.

**Budget for Pilot (8 weeks of program delivery)  
Community Digital Literacy Pilot in Hartford**

**Personnel Costs:**

- Assistant Director of Branch Services (75 hours @ \$40 hr. = \$3,000)
- Evaluation Manager (100 hours @ \$34 hr. = \$3,400)
- Digital Navigator Specialist/Coordinator (16 hours per week for 20 weeks – 320 hours) \$25 hr. contracted = \$9,600
- Digital Navigators (3 Navigators at 20 hours/week for 9 weeks @ \$20hr. - \$3,600 x 3 = \$10,800)
- Trainer/Facilitator for Navigator Training Sessions - \$1,500 (contract)

**Training and Capacity Building**

1. Training Materials and Resources (printing, supplies, etc.) - \$800
2. Interpretation Services - \$1,000
3. IT Support - \$1,500

**Operational Expenses:**

1. Outreach and Promotion (marketing materials, advertising, bi-lingual newspaper ads, flyers for area businesses and community organizations) - \$2,500
2. Equipment - Laptops (10), accessories (mice, charging stations, security devices, carrying cases, anti-theft devices) -\$12,000

**Evaluation and Reporting:**

**Miscellaneous:**

1. Mileage: \$250 (as billed)
2. Administrative Cost (10% of total budget) - \$4,460

**Total Budget for Pilot: \$49,060**

NOTE: HPL offers regular digital literacy sessions system wide. We have not included this cost in the delivery of the pilot, but it will be included in the description of services and monthly reports to inform the implementation of the program. Sustainable library system-wide complement resources will include on-demand self-paced access to evidence based online tutorials (NorthStar) and individualized support offered monthly at library branch locations systemwide. We will track number of times services are offered, locations of supports, number of participants who utilized services and % of utilization that was due to pilot program.

CONNECTICUT COMMISSION BOARD  
DIGITAL EQUITY CAPACITY GRANT BUDGET REVISION REQUEST

Organization Name: \_\_\_\_\_  
grant Amount: \$ \_\_\_\_\_  
grant Number: \_\_\_\_\_

Project Director: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

	A. Approved Budget Digital Equity Capacity Grant Funds	B. Adjustments Requested (+ or -)	C. Revised Total (A+ or - B)
Personnel			
Contractual			
Travel/mileage expenses			
Supplies			
Organization materials			
Professional materials			
Equipment			
Printing			
Other (Specify)			
Other (Specify)			
Indirect costs			
TOTAL			

Signature \_\_\_\_\_  
Authorized Official

Date \_\_\_\_\_

Signature \_\_\_\_\_  
Commission

Date \_\_\_\_\_

See instructions. Send the original of this signed request and a letter of explanation on Organizational letterhead to:

Lauren Thompson, Digital Equity Program Manager  
DigitalEquity@ct.gov  
55 Farmington Avenue  
Hartford, CT 06105

Digital Equity Capacity grant Contract Attachment D

CONNECTICUT COMMISSION  
DIGITAL EQUITY CAPACITY GRANT EXPENDITURE REPORT

DUE \_\_\_\_\_, and \_\_\_\_\_.

Organization Name: \_\_\_\_\_ Project Director: \_\_\_\_\_  
 grant Amount: \$ \_\_\_\_\_ Phone Number: \_\_\_\_\_  
 grant Number: \_\_\_\_\_ E-mail address: \_\_\_\_\_  
 Report Period: \_\_\_\_\_

See instructions. Mail originally signed report form to Lauren Thompson, Digital Equity Program Manager, **Department of Administrative Services**  
 55 Farmington Avenue - Hartford, CT 06105. Also submit all supporting materials which document grant and matching expenditures to same address or by email ([DigitalEquity@ct.gov](mailto:DigitalEquity@ct.gov)). *Note: Expended amounts not substantiated with proof of expenditure are not considered official.*

Budget Category	A. Approved Budget (use most current approved budget)	B. Digital Equity Capacity Grant Funds Expended	C. Matching Funds Expended	D. Total Project Expenses (C+D)
Personnel				
Contractual				
Travel/mileage expenses				
Supplies				
Organization materials				
Professional materials				
Equipment				
Printing				
Other (Specify)				
Other (Specify)				
Indirect costs				
TOTAL				

E. Digital Equity Capacity Grant Funds Received to Date: \$ \_\_\_\_\_

F. Digital Equity Capacity Grant Funds Expended to Date: \$ \_\_\_\_\_

G. Digital Equity Capacity Grant Funds Remaining On-hand (unexpended): \$ \_\_\_\_\_

I certify that all the information contained herein is correct to the best of my knowledge.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized Official

Digital Equity Capacity grant Contract Attachment E

CONNECTICUT COMMISSION  
DIGITAL EQUITY CAPACITY GRANT MIDPOINT REPORT

Due \_\_\_\_\_

Organization Name: \_\_\_\_\_  
grant Amount: \$ \_\_\_\_\_  
grant Number: \_\_\_\_\_

Project Director: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Report Period: \_\_\_\_\_

1. Describe your project activities to date.
2. Indicate the outputs and outcomes the project has achieved so far, based on your evaluation plan.
3. Describe any changes to your original project plan or budget.
4. Provide any anecdotal information, success stories, or participant feedback.
5. Indicate what you have learned that you didn't anticipate.
6. Any additional information or comments you would like to share.
7. Do you desire any assistance from the Commission staff?  Yes  No
8. If yes, what kind of assistance do you desire?

Send your completed report (digital preferred) to:

Lauren Thompson, Digital Equity Program Manager  
**Department of Administrative Services**  
55 Farmington Avenue  
Hartford, CT 06105  
DigitalEquity@ct.gov

CONNECTICUT COMMISSION  
DIGITAL EQUITY CAPACITY GRANT FINAL REPORT

DUE \_\_\_\_\_

Organization Name: \_\_\_\_\_  
grant Amount: \$ \_\_\_\_\_  
grant Number: \_\_\_\_\_

Project Director: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Report Period: \_\_\_\_\_

1. Summarize your project (what you did, for whom, and why).
2. Describe your project activities, including information about your partners. Include information about any changes to your original project or methods.
3. Summarize how you spent Digital Equity Capacity Grant funds.
4. List any important findings, outputs, or outcomes from your project, with reference to your evaluation plan and survey data.
5. Briefly describe the importance of these findings, outputs, or outcomes.
6. What methods did you use to determine your findings? Check all that apply.
 

<input type="checkbox"/> Survey	<input type="checkbox"/> Interview/Focus Group
<input type="checkbox"/> Review of Administrative Data	<input type="checkbox"/> Participant Observation
<input type="checkbox"/> Other	
7. Based on the outputs, outcomes and/or other results, explain any significant lessons learned that can be shared with others in the library field.
8. Provide any anecdotal information, success stories, participant feedback, or additional comments you would like to share.
9. Indicate what you have learned that you didn't anticipate.
10. Do you anticipate continuing these programs and activities?

6

Please provide copies of posts to online discussion resources, promotional materials, articles about the project, and any photographs of project activities and participants.

Send your completed report (digital preferred) to:

Lauren Thompson , Digital Equity Capacity Grant Coordinator  
**Department of Administrative Services**  
55 Farmington Avenue  
Hartford, CT 06105  
DigitalEquity@ct.gov