



MEMORANDUM

FROM: Carrie A. Swain, Clerk
Board of Education

DATE: April 1, 2022

TO: Michael J. Dalton, City Clerk

SUBJECT: Notice of Rescheduled Workshop/Committee Meetings
Monday, April 4, 2022, 5:30 p.m., Waterbury Arts Magnet School

The Committees of the Board of Education will meet on Monday, April 4, 2022, 5:30 p.m., Waterbury Arts Magnet School, Atrium, 16 South Elm Street, Waterbury, Connecticut.

AGENDA

SILENT PRAYER

PLEDGE ALLEGIANCE TO THE FLAG

PUBLIC SPEAKING

1. Committee of the Whole/10 minutes ~ Presentation from Crosby and Wilby High School Robotics.
2. Committee of the Whole/10 minutes ~ WPS's Transportation Services Annual Information Update – J. Hunter, R. Magfour.
3. Committee of the Whole/10 minutes ~ WPS's Annual Bilingual Report – A. Jorge Ferguson, D. Schwartz.
4. Committee of the Whole/5 minutes ~ Request approval of a Memorandum of Understanding with Modern Classrooms Project (MCP) for free training on self-paced mastery based instructional model – M. Brown.
5. Committee on Finance/5 minutes ~ Request approval of a Professional Services Agreement with Linguistica International for Phone and/or Video On-Demand Translation Services – M. Brown.
6. Committee on Finance/5 minutes ~ Request approval of a Professional Services Agreement with Themes and Variations, Inc., for Themes and Variations MusicplayOnline.com Subscription – H. Maxson.
7. Committee on Finance/5 minutes ~ Request approval to apply for the Tynker for Kids Spanish Language Coding Grant (**consensus needed**) – L. Allen Brown, M. Eckler, A. Jorge Ferguson, D. Schwartz, D. Tomasella.
8. Committee on Finance/5 minutes ~ Request approval of a Professional Services Agreement with David Edward Therault Studios, LLC, for Digital Recording Services – W. Zhuta.
9. Committee on Finance/5 minutes ~ Request approval of an Agreement with Environmental Systems for school security video surveillance and access – W. Zhuta.
10. Committee on Finance/5 minutes ~ Request approval of an Agreement with Comcast Cable Communications Management, LLC for Comcast Voucher Program – W. Zhuta.

11. Committee on Finance/5 minutes ~ Request approval of a Professional Services Agreement with Stanley Convergent Security Solutions, Inc. for monitoring and servicing of school security systems – R. Maghfour.
12. Committee on Finance/5 minutes ~ Request approval of a Professional Services Agreement with Polar Electro, Inc. for Heart Rate Monitoring System – J. Gorman, D. Schwartz.
13. Committee on Finance/5 minutes ~ Request approval of Amendment One to the Professional Services Agreement with EBS Healthcare, Inc. d/b/a Education Based Services for speech and language therapy services – M. Pabón.
14. Committee on Curriculum/2 minutes ~ Request approval of the revised Early College High School Course CTC101: College Success Seminar (1st year) – D. Schwartz.
15. Committee on Curriculum/2 minutes ~ Request approval of the revised Early College High School Course CIS110: Digital Skills for College and Career (1st year) – D. Schwartz.
16. Committee on Curriculum/2 minutes ~ Request approval of the revised Early College High School Course ENG110: College Writing (1st year) – D. Schwartz.
17. Committee on Curriculum/2 minutes ~ Request approval of the revised Early College High School Course ENG130: Literature and Composition (2nd year) – D. Schwartz.
18. Committee on Curriculum/2 minutes ~ Request approval of the revised Early College High School Course COM107: Introduction to Communication (2nd year) – D. Schwartz.
19. Committee on Curriculum/2 minutes ~ Request approval of the revised Early College High School Course LAW101: Introduction to Law (2nd year) – D. Schwartz.
20. Committee on Curriculum/2 minutes ~ Request approval of the new Early College High School Course MAT105: Quantitative Methods (3rd year) – D. Schwartz.
21. Committee on Curriculum/2 minutes ~ Request approval of the new Early College High School Course MAT120: College Algebra (3rd year) – D. Schwartz.
22. Committee on Curriculum/2 minutes ~ Request approval of the new Early College High School Course ACC111: Financial Accounting (3rd year) – D. Schwartz.
23. Committee on Curriculum/2 minutes ~ Request approval of the new Early College High School Course PSY101: Fundamentals of Psychology (3rd year) – D. Schwartz.
24. Committee on Policy & Legislation/5 minutes ~ Request approval of the revised Attendance Requirements for Course Credit or Promotion Policy - #5113 – J. Gopie, D. Schwartz.
25. Committee on Policy & Legislation/5 minutes ~ Request approval of the revised Electronic Participation Policy - #9005 – T. Shaw.
26. Committee on School Personnel/5 minutes ~ Request approval of the job specifications for the new position of Facilities Operation Manager – J. Mendoza.
27. Committee on School Personnel/5 minutes ~ Request approval of the job specifications for the new position of Data Analyst – J. Mendoza.
28. Committee on Finance/10 minutes:
 - a) ARP/ESSER Update – D. Biolo.
 - b) FYI: February 2022 Monthly Expenditure Report – D. Biolo.
 - c) Request approval of transfers in the 2021/22 Fiscal Year Budget – D. Biolo.
 - d) Request acceptance of ARP ESSER Funds – D. Biolo.

29. Superintendent's Update ~ Dr. Ruffin.
30. Committee on Building & School Facilities/3 minutes ~ Use of school facilities by school organizations and/or City departments – R. Maghfour.
31. Committee on Building & School Facilities/3 minutes ~ Use of school facilities by outside organizations and/or waiver requests – R. Maghfour.
32. Superintendent's Notification to the Board/5 minutes:
- a. Athletic appointments:
 Harris, Marquis – WHS Assistant Outdoor Track Coach, effective 03/29/22.
 Morrison, Terrance – KHS Assistant Boys Basketball Coach, effective 12/01/22.
 Shurtleff, Christian – CHS Assistant Indoor Track Coach, effective 11/28/22.
 Shurtleff, Christian – CHS Girls Tennis Coach, effective 03/21/22.
 - b. Miscellaneous appointments:
 Ferrare, Patricia – ESY Summer Program Administrator.
 Fidanza, Carla – EAS Elementary School Summer Program Site Administrator/Duggan.
 Finley, Alison – Extended School Year (ESY) Summer Program Coordinator.
 Gomez, Bridgett – EAS Elementary School Summer Program Site Administrator/Carrington.
 Irrera, Ray – Extended Academic Support (EAS) High School Summer Program Coordinator.
 Lavoie, Sharyn – WMS's Commissioners Network After School (STAR) Program.
 McGuire, Elona – EAS Elementary School Summer Program Site Administrator/Reed.
 Rosa, Jennifer – EAS Middle School Summer Program Coordinator.
 Sanzone, Ashley – ESY Summer Program Administrator.
 Sazo, Gustavo – WMS's Commissioners Network After School (STAR) Program.
 Vargas, Melissa – EAS Elementary School Summer Program Site Administrator/Gilmartin.
 Wallace, Dana – Rotella EAS Site Administrator/Rotella.

c. Grant funded appointments:

<i>Name</i>	<i>Position/Location</i>	<i>FT/PT</i>	<i>Rate</i>	<i>Union</i>	<i>Funding Source</i>	<i>Effective</i>
Kalen Marshall	Behavior Counselor/WHS	FT	\$25.00/hr	Follows UPSEU 69	SIG 5 Wilby 21-23	01/20/22
Pamela Worthy	Tutor/Children's Community	PT	\$25.00/hr	NonNOE	Title I Part A 20-22	02/03/22
Janett Paguay	Parent Liaison/WMS	FT	\$15.88/hr	UPSEU69	Title I Part A 21-23	02/03/22
Brandon Scott	Network Spec./Bucks Hill	FT	\$19.00/hr	UPSEU69	Title II Part A District 21-23	02/03/22
Evelyn Ortiz	Parent Liaison/Driggs	FT	\$15.88/hr	UPSEU69	Title I Part A 21-23	02/3/22
Kimberly Pabey-Rivera	Tutor/International School	PT	\$25.00/hr	NONBOE	Title II Part A District 20-22	02/3/22
Brian Hackett	Maintenance/Adult Education	PT	\$15.54/hr	NONBOE	Adult Education Provider 21-22	02/17/22
Alexsandra Gouveia-Ribeiro	Lang. Assessor/Bilingual Dept	FT	\$17.00/hr	UPSEU69	Title III 20-22	03/03/22
Antonio Coles	Audio, Lighting & Video Tech/RMS	FT	\$21.00/hr	NONBOE	Operating Grant 21-22	03/10/22
Luis Castro	Hall Monitor/WAMS	PT	\$91.00/day	NONBOE	Operating Grant 21-22	03/17/22
Kierstin Eraybar	Behavior Counselor/WSMS	FT	\$27.50/hr	Follows UPSEU 69	Title I Part A 21-23	03/03/22
Ashley Skipp	School Social Worker	PT	\$33.00/hr	NONBOE	Title I Part A 20-22	02/15/22
Michael Monroe	Hall Monitor/WHS	PT	\$91/day	NONBOE	ECS-Alliance 21-22	03/28/22

d. Resignations:

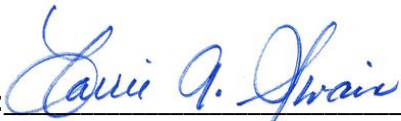
<i>Name</i>	<i>Position</i>	<i>Effective</i>
Scapeccia, Stacey	W. Cross Science	04/08/22
Casas, Efren (1 st Sergeant)	Wilby Senior ROTC	06/30/22
Fortier, Joseph	WAMS School Counselor	04/24/22
LaBrie, Nina	International Grade 1 English	06/30/22
Langner, Amanda	Duggan Grade 8 ELA	04/01/22

e. Retirements:

Kirschner, Suzanne – WAMS Art, effective 09/30/22.
Miller, Terri – Rotella Grade 3/TVP, effective 06/30/22.
Shungu, Alex – WCA Science, effective 04/29/22.
Sterling, Phillip – WAMS Music-Instrumental, effective 06/30/22.

EXECUTIVE SESSION for discussion concerning the appointment, employment, performance, evaluation, health, or dismissal of a public officer or employee

ADJOURNMENT

ATTEST: 
Carrie A. Swain, Clerk
Board of Education



MEMORANDUM

DATE: March 30, 2022

TO: Honorable Board of Education Commissioners

FROM: Rosh Maghfour, Interim Chief Operating Officer
Jeffrey Hunter, Pupil Transportation Coordinator

SUBJECT: Transportation Services Information

RM

Attached is an annual update of Waterbury Public Schools school bus transportation information for Durham School Services and All-Star Transportation.

c: Darren M. Schwartz, File

Waterbury Public Schools

Durham School Services and All-Star Transportation Information Sheet

BUSES & DRIVER FACTS

- Currently, Durham School Services has 106 bus routes; and All-Star Transportation has 70 bus routes (60 in-town + 10 Pre-K)
- Durham has 149 buses assigned to Waterbury and All-Star has 70 totaling 265 buses assigned to Waterbury.
- There are approximately 18,000 students transported daily, that includes Public and Private Schools.
- The available drivers during active period is 92%.
- Driver turnover is 3.3%. (25% during the pandemic.)
- Background checks are performed on all drivers and staff every August that includes both DMV and criminal checks. Copies of both are sent to Transportation Coordinator for review.
- 91% of drivers live in Waterbury.
- There are 77 monitors assigned to Regular Education, Special Education & Pre-K buses.

MILEAGE & TECHNOLOGY

- Annual miles 1,943,000.
- In the past year, Waterbury Public School buses reported accident rate is substantially under the industry rate of 1.0 with a total of 27 non-preventable and 13 preventable accidents.
- All buses are equipped with a child safety check which assures that the driver walk to the back of the bus in order to hit a button that deactivates alarms that would go off 15 seconds after the driver leaves the vehicle without hitting the button.

VEHICLE MAINTENANCE

- All-Star has put 25 new 2022 model vehicles in the fleet.
- All vehicles are in compliance with the DMV regarding preventative maintenance.
- All vehicles inspection reports are available for review by the Board of Ed
(Transportation Director conducts spot checks on vehicle files).

TRAINING

- All new drivers receive a minimum of 40 hours training. State requirement is 30 hours.
- Training is a combination of classroom, demonstration and skill station mastery.
- Experienced drivers receive a minimum of 17 hours training and must complete training passenger management, bus evacuation, response to emergencies, loading and unloading.
- Drivers cannot transport students until all elements are passed.
- All drivers are evaluated on the road twice a year, drivers are trained to be DCF mandated reporters.
- Emergency evacuation drills are demonstrated and conducted at each school, with all students twice a year (Fall and Spring months) in conjunction with our Security Division.

FINES AND INFRACTIONS

Fines for Infractions are listed in the Busing Contract and monitored for compliance with respect to equipment. We are happy to report that last year Durham and All-Star had no infractions or fines from the City and have been consistent with contract expectations.

PROPANE FUEL

For FY20 the City received federal reimbursement for propane fuel used in Durham buses in the amount of \$88K. For FY21 the federal reimbursement was just received in the amount of \$109K.

BUSING CONTRACTS

All-Star Transportation (Special In-Town and Out of District Transportation) and Durham School Services (Regular Ed Transportation) are both in Year 1 of five year contracts. We also have a contract with Ambassador for medically fragile students, students with disabilities and McKinney-Vento Students transportation which is expiring this year. That contract is being re-bid this spring.

BUDGET

The Transportation Director works closely with the Budget office and the Special Education Department to maintain costs where possible. Generally, the contract budget projection remains in line with expectations. Two areas of cost drivers that require review of projections are in the areas of Special Education, Pre-K and Homeless. Those areas are closely monitored collaboratively by the Transportation Division, the Budget Office, the Chief Operating Officer and the Special Education Department with cost efficiencies being sought where possible while still delivering the necessary transportation for our programs and students.



Bilingual/ESOL Education

April 4, 2022

Dr. Verna Ruffin-Superintendent of Schools
Darren Schwartz-Interim Deputy Superintendent
Adela Jorge Ferguson-Supervisor of Bilingual/ESOL Education

Bilingual/ESOL Education Department

*Providing a superior continuum of services and support for English Learners in an **emotionally safe** and **nurturing** environment that promotes **self-efficacy** and **cultivates leadership skills***

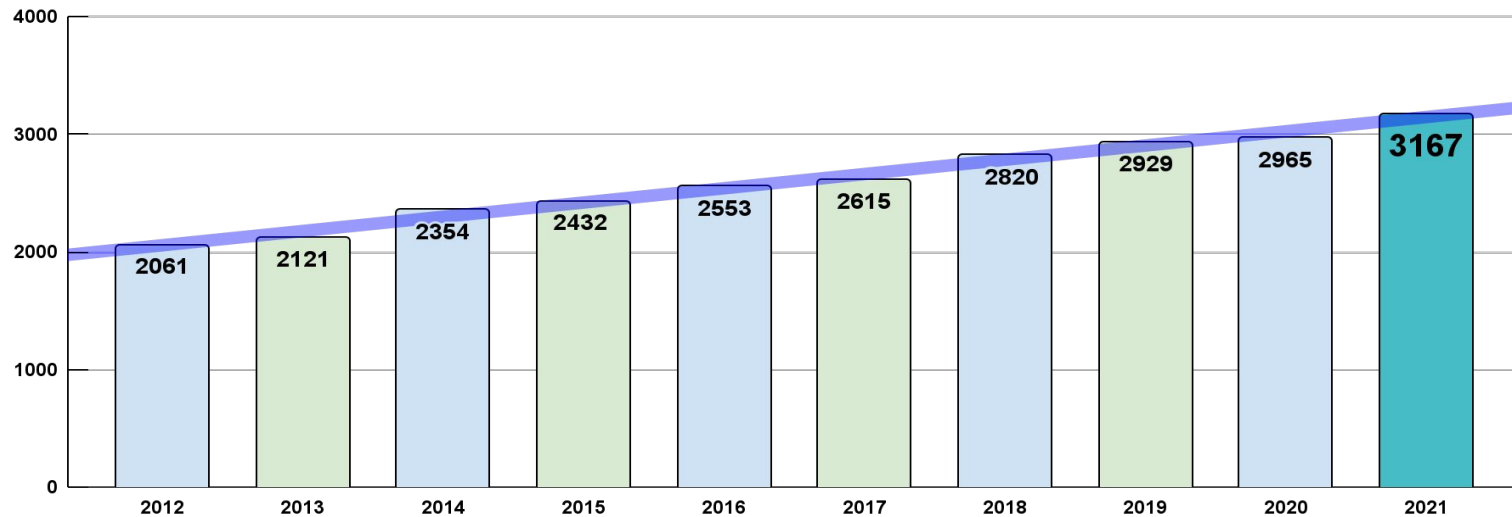


Vision

The Bilingual/ESOL Education Department will provide a superior continuum of services and support for English Learners (ELs), promoting the development of academic and social English in an **emotionally safe** and **nurturing** environment that promotes **self-efficacy** and **cultivates leadership skills**.

Enrollment Trends

October 1 Enrollment Trend



Current Enrollment

The Bilingual/ESOL Education Department serves **3,345** students identified as English Learners. As mandated by Connecticut General Statutes, Section 10-17, we offer Bilingual Education, Language Transition Support Services (LTSS), and English as a Second Language (ESL). Additionally, we now offer Dual Language Immersion.

Level	Bil/DL	ESL	LTSS	LEP-REG	Total
K-5	539	1026	147	128	1840
6-8	179	320	203	36	738
9-12	145	348	235	39	767
Total	863	1694	585	203	3345

English Learners by Language

Afrikaans (1) Akan (1) Albanian (82) Arabic (15) Bengali (4) Basque (1) Bosnian (1) Cape Verdean Creole (2) Haitian Creole (16) Dari (5) Fante (1) Farsi (5)	French (7) Fulani (1) Ga (2) Ganda (1) Guyanese Creole (4) Hausa (2) Italian (1) Karen (4) Khmer (Cambodian) (2) Kurdish (6) Lao (1)	Macedonian (4) Mandarin (1) Pashto (1) Patois (5) Persian (1) Polish (4) Portuguese (195) Punjabi (3) Serbo Croatian (2) Singhalese (2) Spanish (2,893)	Swahili (9) Tagalog (1) Tamil (2) Tswana (3) Turkish (6) Twi/Fante (1) Urdu (35) Vietnamese (4) Yoruba (4) Zulu (4)
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Seal of Biliteracy

2020-2021

- 81 Seals awarded in ten different languages

2021-2022

- As of 3/29/2022 75 seniors qualify for the Seal of Biliteracy (Goal is a minimum of 100)
- New Languages requested:
 - Arabic, Greek, Hausa, Tagalog and Urdu
- June 10, 2022 District-wide Ceremony

International Dual Language School

- Growing PreK-8 Dual Language immersion program that utilizes a 50-50 model of instruction.
- Each student has a team of two teachers: one English teacher and one Spanish teacher.
- All students begin their day in one language and then switch to the other language midday.
- Reading and Writing are taught every day in both English and Spanish beginning in Pre-Kindergarten.
- Science and Social Studies are integrated with language arts to provide context and an authentic learning experience
- The curriculum is driven by the Common Core Standards in English and Spanish and follows the same scope and sequence as all other schools in the Waterbury Public Schools

International Dual Language School

Steering Committee

The Steering Committee is responsible for creating a shared vision for the school, and helping to bring that vision to fruition by collaborating and building consensus among the partner organizations. The Steering Committee monitors the progress of the school, identifies opportunities to support it, and troubleshoots challenges as they arise.

<u>Name</u>	<u>Title</u>
Diurca Tomasella	Principal
Adela Jorge Ferguson	Supervisor of Bilingual/ESOL Education Department
Geraldo Reyes	Waterbury State Representative 75th District
Victor Lopez	Director; Hispanic Coalition of Greater Waterbury
Nilsa Garcia	Teacher
Maria C. Cruz	Teacher
Louis Santiago	Parent Liaison

International Dual Language School

- **Family and Community Engagement**
 - Parent Workshops
 - Read Across America
- **Enrichment Opportunities**
 - Before School Care 7:30-8:30
 - After School Program Tuesday/Wednesday/Thursday 3:30-5:30
 - Focus: Spanish Literacy and Math

Partnerships

- Connecticut Science Center (Mystic) Travelling Teacher
- Hispanic Coalition: Guitar Lessons Coming Soon
- April 14: Author (Renata Bowers) Frieda B Series

International Dual Language School

Professional Learning

- **Dual Language Connections**
- **Center for Teaching for Biliteracy**
- **Biliteracy Summer Institute** for Bilingual and Dual Language Program Teachers

National Conferences

Annual NABE Conference <https://www.nabe-conference.com/index.html>

Upcoming Conferences to Consider:

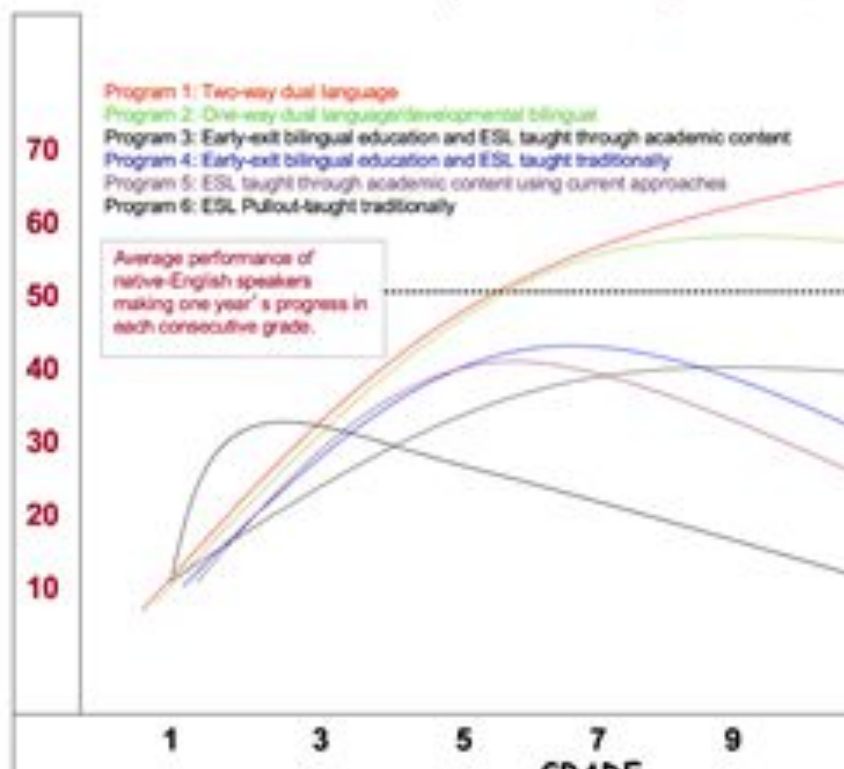
Cosecha- <https://www.lacosechaconference.org/>

ALAS- Association of Latino Administrators & Superintendents

<https://www.alasedu.org/events/19th-annual-education-summit>

International Dual Language School

Data aggregated from a series of 3-7 year longitudinal studies from
programs in five school districts
© Wayne P. Thomas and Virginia P. Collier, 2002



EL

English Learners

- Any student who has been identified as having limited English proficiency
- Per Federal and local mandates, ALL ELs **must** take the LAS Links every year
- ELs must be monitored until the Connecticut English Mastery Standard is met
- All ELs are entitled to receive accommodations on a regular basis

Bilingual

Students identified as EL who receive native language support in the content areas while acquiring English

Students receive accommodations on a regular basis

After the first **30 months**, participation can be extended up to 60 months in 10 months increments

Parent must provide consent

ESL

Students identified as EL who receive support through an ESL class as needed
Students are placed in regular education classes for the majority of the day and are entitled to receive accommodations in mainstream classes on a regular basis

LEP in Regular

Students identified as EL, but do not receive support due to parental request
Student **can not** enroll in an ESL or sheltered class, but **can** receive accommodations in mainstream classes on a regular basis

LTSS

Language Transition Support Services
If a student does not meet the CT English Mastery Standard at the end of 30 months, they continue to receive support (ESL or Sheltered classes as needed) until they meet the English mastery standard. They are entitled to receive accommodations in mainstream classes on a regular basis.

Connecticut English Mastery Standard

LAS Links: Grades Overall Level 4 or 5

And

Grades K-12

Reading Score 4 or Higher

Writing Score 4 or Higher

Accommodations include, but are not limited to:

- Differentiated Instruction based on English proficiency levels (LAS Links)
- Assessment based on English proficiency levels (LAS Links) and CT ELL Framework
- Time Extension
- Native Language support

Highlights

- International Dual Language School Opened 2021/2022
- EL High School graduation rates continue to increase
- Number of students earning the Seal of Biliteracy Continues to increase
- Curriculum development and design continues with integrations across content areas

Next Steps

Shift to Biliteracy Model

- Elementary Bilingual: Biliteracy v. Transitional
- 11th Grade Seal of Biliteracy Ambassadorship
- Jr Seal of Biliteracy (5th and 8th grade)
- High School Spanish for Native Speakers Courses:
Opportunity to take AP Exam

Recruitment Efforts

- Potential Partnerships
 - University of Puerto Rico
 - Southern Connecticut State University

Curriculum

- **Spanish for Native Speakers**
- **Embedding EL Supports in NGSS/Science**
- **Beginner's ESL**



MEMORANDUM

DATE: March 30, 2022

TO: The Board of Education

FROM: Matt Brown- Chief Turnaround Officer

SUBJECT: **Approval Request of Memorandum of Understanding** with the Modern Classrooms Project, Inc

The Education Department respectfully requests your approval of a Memorandum of Understanding (MOU) with the Modern Classrooms Project, Inc (MCP). This MOU establishes an agreement between Waterbury Public Schools (WPS) and MCP that will result in WPS teachers receiving free training on MCP's self-paced, mastery based instructional model.

MCP will train and support WPS teachers in designing lessons that utilize current district technology resources and are personalized and self paced so that students can master WPS curricular and course content. MCP will train at least twenty five (25) WPS educators during the summer at one of three asynchronous online sessions along with one year of implementation support. At the conclusion of the program teachers will receive a \$500.00 stipend provided by MCP.

There was no RFP and this MOU does not go before the Board of Alders as it is of no cost to the district. The duration of this MOU will be from April 29, 2022 to April 28, 2023.

Accordingly, attached for your review and consideration are the requisite number of copies of the proposed MOU. Please note further that an electronic version and one complete set ("record copy") of Documents, has been placed on file with our Contracts Manager.

Thank you for your consideration.

cc: Angela R. Juliani, Interim Corporation Counsel
File



MEMORANDUM OF UNDERSTANDING

April 29, 2022 to April 28, 2023

The Modern Classrooms Project, Inc. (hereafter MCP), looks forward to a productive partnership with Waterbury Public Schools (hereafter WPS). The purpose of this agreement is to formalize and clarify expectations between all parties and to establish an effective working relationship in support of MCP's work at WPS. The term of this agreement shall extend from April 29, 2022 through April 28, 2023.

1. Statement of Organizational Purpose

MCP empowers educators to build classrooms that respond to every student's needs. MCP leads a movement of educators in implementing a self-paced, mastery-based instructional model that leverages technology to foster human connection, authentic learning, and social-emotional growth.

WPS is committed to creating worlds of opportunity for each and every learner where everyone belongs and everyone succeeds.

2. Program Overview & Eligibility

MCP will partner and collaborate with WPS to identify and recruit WPS educators who are teachers, administrators, instructional coaches, or other educators in their district for training in the MCP Virtual Mentorship program through an open application. As part of this program, 25 WPS educators will receive:

- 2.1 Fully-funded enrollment in the Modern Classrooms Project's Virtual Mentorship in the Virtual Summer Institute (\$500 value). Educators choose from three sessions:
 - a. May 16 - June 19
 - b. June 13 - July 17
 - c. July 11 - August 14
- 2.2 Implementation support and consultation, for the full 22-23 school year once training is complete (\$500 value).
- 2.3 A \$500 stipend upon completion of the program.

The training is appropriate for all WPS educators in all grade levels and subject areas.

3. MCP Commitments and Responsibilities

To provide WPS educators with high-quality training and one year of ongoing support, MCP will:

- 3.1 Train at least 25 WPS educators during the summer (session as selected by WPS educators);
- 3.2 Provide one year of implementation support to those WPS educators throughout the school year;
- 3.3 Track progress and completion of five assignment in order to award the \$500 stipend to participants who complete the program

To support WPS in its mission and vision, MCP will:

- 3.4 Work with each WPS educator to ensure that they are learning MCP's instructional delivery model in a way that meets the needs of WPS educators; and
- 3.5 Collaborate with WPS faculty regarding the implementation of MCP's training program as applicable in the classrooms of WPS.

4. Insurance Requirements

MCP shall agree to maintain in full force at all time during the Agreement the following minimum coverages and shall name the City of Waterbury and the Waterbury Board of Education as an additional insured on a primary non-contributory basis to all policies, except Workers Compensation. All policies should also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with minimum AM Best's rating of "A-VIII".

If any policy written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this Agreement. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the Agreement for two (2) years from the completion date.

Original, completed Certificates of Insurance must be presented to The City of Waterbury and the Waterbury Board of Education prior to Agreement issuance. MCP agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverage altered, 30 days written notice must be given to the City of Waterbury and the Waterbury Board of Education.

General Liability:	\$1,000,000.00 each Occurrence \$2,000,000.00 General Aggregate \$2,000,000.00 Products/Completed Operations Aggregate
Professional Liability/E&O:	\$1,000,000.00 each Wrongful Act \$1,000,000.00 Aggregate

Wording for Additional Insured Endorsement and Waiver of Subrogation:

The City and its Board of Education is listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation an Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability.

5. WPS

To participate in this joint venture with MCP and to secure seats for WPS educators, financed fully by local philanthropic support, WPS hereby commits to securing and using the reserved 25 seats to train WPS educators during the term of this agreement.

To support MCP's teacher-training efforts, WPS will:

- 5.1 recruit current WPS educators: WPS will distribute the application and ensure at least 25 identified educators (i.e. teachers, building administrators, instructional coaches and others selected by WPS) have completed the application in its entirety no later than May 11, 2022.

6. Relationship Between the Parties

- 6.1 Both parties understand and agree that no partnership, joint venture, or agency relationship is created hereby. Each party shall be conclusively deemed to be an independent contractor and not under the control or supervision of the other.
- 6.2 MCP shall retain all rights in and to any intellectual property made available to WPS or any WPS educator, including without limitation, its copyrights and copyrightable work (including computer programs), inventions and improvements (whether patentable or not), trademarks, software, trade secrets, know-how, database rights, drawings and all other forms of intellectual property created, developed or conceived of prior to or during the term of this agreement.
- 6.3 MCP and WPS greatly value the opportunity to establish this partnership and believe that by working together, MCP and WPS can provide more effective learning experiences for all WPS educators.

7. FERPA

- 7.1 In the event that MCP personnel come into possession of education records of City of Waterbury students, as defined in and governed by Family Educational Rights and Privacy Act ("FERPA" 20 U.S.C. §1232g) and related regulations (34 C.F.R. § 99), MCP personnel shall comply with the requirements of said statute and regulations, and agrees to use information obtained regarding student education records only for the purposes provided in this Agreement. Without prior written consent of the student, as required by FERPA, MCP personnel have no authority to make any other disclosures of any information from education records.

8. Criminal Background Checks:

- 8.1 MCP represents and warrants that it and its employees who may be assigned to perform the services set forth in this Agreement have no history of violations of the laws or regulations of the State of Connecticut pertaining to public health, have not been convicted of a crime and have no criminal investigation pending. The City and Board shall rely upon these representations.

9. City of Waterbury, Ethics Code of Ordinance:

9.1 Interest of City Officials

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

9.2 Prohibition against Gratuities and Kickbacks

No person shall offer, give, or agree to give any current or former public official, employee or member of a board or commission, or for such current or former public official, employee or member of a board or commission to solicit, demand, accept, or agree to accept from another person, a gratuity, or an offer of employment in connection with any of the following pertaining to any program requirement or a contract or purchase order, or to any solicitation.

No person shall make any payment, gratuity, or offer of employment as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor. The prime contractor or higher tier subcontractor or any person associated therewith, under contract or purchase order to the City.

The value of anything transferred or received in violation of the provisions of this Chapter or regulations promulgated hereunder by any person subject to this Chapter may be recovered by the City.

10. Prohibition against Contingency Fees

MCP hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingency fee.

Signature:  _____

Christine Barford, Director of Partnerships
The Modern Classrooms Project

Date: 3/29/22

Signature: _____

Neil M. O'Leary, Mayor
City of Waterbury

Date: _____

I, Edward Mandel, hereby certify that I am the duly elected and acting Secretary of The Modern Classrooms Project, a corporation organized and existing under the laws of the District of Columbia, do hereby certify that the following facts are true and were taken from the records of said corporation.

The following resolution was adopted at a meeting of the corporation duly held on the 28th day of March, 2022.

"It is hereby resolved that Christine Barford is authorized to make, execute and approve, on behalf of this corporation, any and all contracts or amendments thereof".

And I do further certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said The Modern Classrooms Project corporation this 29th day of March, 2022.


Secretary



Sole Source Letter

March 7, 2022

To Whom It May Concern:

This letter is to confirm that The Modern Classrooms Project's online training courses and virtual support models are sole source products, sold and distributed exclusively by The Modern Classrooms Project. Our training is blended, self-paced, and mastery-based and certified to receive microcredentials, CEUs, and/or graduate credit by Digital Promise, George Mason University, and Colorado State University Pueblo.

Our unique Virtual Mentorship Program is a combination of asynchronous videos and tutorials that participants watch in addition to structured assignments, live sessions, and check-ins with participants' mentors. Each of our mentors is a practicing educator. As educators move through our instructional content, they connect with their mentor and other educators in their cohort for a unique, blended experience. Our mentor pool represents instructors from across the country, and our ability to pair classroom teachers with classroom teachers is unique to our blended approach and allows for educators to learn from peers.

The Modern Classrooms Project's content and tutorials are the intellectual property of the Modern Classrooms Project. No other organization offers this model of training while teaching educators how to implement a blended, self-paced, mastery-based model. We hold the exclusive copyright to all of our training materials, and do not license or otherwise authorize any other party to distribute these materials without our consent.

There are no other products or services practically available that offer the same purpose or function, nor are there other entities, agents, or dealers who are authorized to represent this product.

The Modern Classrooms Project is the sole provider of the above-named products, and has the exclusive right to market, distribute, and set the prices of all of its product offerings.

For further information, please feel free to contact me directly.

Sincerely,

A handwritten signature in black ink that reads "Robert Barnett". The signature is stylized with a large "R" and a cursive "Barnett".

Robert Barnett
President

The Modern Classrooms Project
robert.barnett@modernclassrooms.org

MEMORANDUM

DATE: March 30, 2022

TO: The Honorable Board of Aldermen

FROM: Matt Brown- Chief Turnaround Officer- Education

SUBJECT: **Board of Aldermen Approval Request of Contract** with Linguistica International for provision of over the phone/video on demand translation services for all Waterbury Public Schools and District offices.

The Education Department (BOE) respectfully requests your approval of the above-referenced contract for the amount not to exceed \$50,000 for Linguistica International to provide on demand over the phone and video translation services for all Waterbury Public Schools and district offices.

This contract was initiated under the Request for Proposal process (RFP #7120). There were eight (8) bidders for this project. Of the eight bidders, three (3) were chosen to be interviewed based on history of service to similar sized districts, availability of translators and capacity. From those, Linguistica International was selected based on their lower overall cost as well as their successful experience providing similar services both to local organizations serving similar constituencies and an extensive history serving large urban school districts.

The contract will be funded via the Elementary and Secondary School Emergency Relief Fund and will go into effect April 27, 2022 for a period of 3 years.

Under this contract, the contractor will provide on demand over the phone translation to all schools and district offices as well as scheduled video translations in over 350 languages as needed.

Accordingly, attached for your review and consideration are the requisite number of copies of the proposed contract amendment. Please note further that an electronic version and one complete set ("record copy") of Documents, including Contract and Proposals has been placed on file with our Contracts Manager.



Matt Brown

Chief Turnaround Officer
Department of Education
236 Grand Street, Room 161
Waterbury, CT 06702
(203) 346 3512

matthew.brown@waterbury.k12.ct.us

Lastly, please be advised that the Education Department will have a representative available at your upcoming meeting to answer any questions you may have regarding this matter.

Thank you for your consideration.

cc: Angela R. Juliani, Interim Corporation Counsel
File

PROFESSIONAL SERVICES AGREEMENT
RFP No. 7120
For
Phone and/or Video On-Demand Translation Services
between
The City of Waterbury, Connecticut
and
Linguistica International

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and Linguistica International, located at 4250 West 5415 South, Kearns, Utah (the "Contractor").

WHEREAS, the City's purchases under the Agreement will be funded by monies received by the City pursuant to the funding provisions of the Elementary and Secondary School Emergency Relief Fund funded under the Federal Coronavirus Response and Relief Supplemental Appropriations Act 2021, signed into law December 27, 2020 (ESSER II Fund) or pursuant to the American Rescue Plan Act Elementary and Secondary School Emergency Relief Fund (ARP ESSER or ESSER III) signed into law March 11, 2021; and

WHEREAS, the Contractor submitted a proposal to the City responding to RFP No. 7120 for Phone and/or Video On-Demand Translation Services with related curriculum materials, equipment, supplies and professional learning as those may apply; and

WHEREAS, the City selected the Contractor to perform services regarding RFP No. 7120; and

WHEREAS, the City desires to obtain the Contractor's services pursuant to the terms, conditions and provisions set forth in this agreement (the "Project").

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. The Contractor shall furnish all of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. The Contractor shall make such revisions

or modifications to its work, at its own cost and expense, as the City may require in order to be deemed complete.

1.1. The Project consists of and the Contractor shall provide on-demand translation services by Over-the-Phone and Video-Remote-Connections for communications with parents, guardians and other interested parties of Waterbury Public School students as may be required, as detailed and described in the Bid Documents in **Attachment A** and which are hereby made material provisions of this Contract. The Contractor shall:

1. Possess a minimum of two (2) years of providing Over-the-Phone (OPI) and/or Video-Remote-Interpretation (VRI) services to state or local government entities on a 365-days per year, 7-days a week, 24hours a day basis.
2. Be currently providing a minimum of 10,000 minutes of OPI and/or 10,000 Minutes of VRI translation services per month within the past year.
3. Maintain all necessary equipment installed and functioning to provide the Project services.
4. Maintain adequate telephone terminal equipment to accommodate call volume, including for expansion to accommodate an increase in overall call volume.
5. Provide for clear audible transmission of voices whether by OPI or VRI.
6. Provide for real time, full motion video and audio over dedicated high speed, wide bandwidth video connections that do not produce lags, choppy, blurry or grainy images or irregular pauses in communications.
7. Provide adequate training to users of the technology and other individuals so they may quickly and efficiently set up and use the services.
8. Maintain equipment that is capable of collecting the details required to produce accurate usage reports and list the same on and with all invoices.
9. Provide translation services upon immediate request and/or by schedule with real time translation.

as further detailed and described in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1 The City's solicitation documents, RFP No. 7120 (attached hereto)

1.1.2 Linguistica International's Revised Cost Proposal dated January 31, 2022, attached hereto

1.1.3 Linguistica International's Response to RFP No. 7120 dated December 12, 2021, attached hereto

1.1.4 Stockholder's Affidavit; Non-Collusion Affidavit; debarment Certificate, incorporated by reference

1.1.5 Certificates of Insurance, incorporated by reference

1.1.6 All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference

1.1.7 All Required Licenses

1.1.8 Required Contract Provisions ARPA Funded Projects

1.2. The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the Contractor. In the event that any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically:

1.2.1 This Contract document.

1.2.2 Linguistica International's Revised Cost Proposal dated January 31, 2022, attached hereto.

1.2.3 Linguistica International's Response to RFP No. 7120 dated December 12, 2021, attached hereto.

1.2.4 The City's solicitation documents, RFP No. 7120.

1.2.5 All applicable Federal, State and local statutes, regulations charter and ordinances, and applicable provisions and requirements of Funding Grants as set forth herein

2. Contractor Representations Regarding Qualification and Accreditation. The Contractor represents that, to the extent required by law, its employees are licensed to perform the scope of work set forth in this Contract. The Contractor further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the City relies upon these.

2.1. Representations regarding Personnel. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by the Contractor under its supervision and all personnel engaged in the work shall be fully qualified and, if applicable, shall be authorized or permitted under state or local law to perform such services.

2.2. Representations regarding Qualifications. The Contractor hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that the Contractor and/or its employees be licensed, certified, registered, or otherwise qualified, the Contractor and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Contractor shall provide to the City a copy of the Contractor's licenses, certifications, registrations, etc.

3. Responsibilities of the Contractor. All data, information, etc. given by the City to the Contractor and/or created by the Contractor shall be treated by the Contractor as proprietary to the City and confidential unless the City agrees in writing to the contrary and shall be used solely for the

purposes of providing services under this Contract. The Contractor agrees to forever hold in confidence all files, records, documents and other information which may come into the Contractor's possession during the term of this Contract, except where a disclosure is expressly stated as a requirement of this Contract. Notwithstanding the foregoing, where a Contractor disclosure is required to comply with statute, regulation, or court order, the Contractor shall provide prior advance written notice to the City of the need for such disclosure. The Contractor agrees to properly implement the services required in the manner herein provided.

3.1. Use of City Property. To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall have access to such areas of City property as the City and the Contractor agree are necessary for the performance of the Contractor's services under this Contract (the "Site" or the "Premises") and at such times as the City and the Contractor may mutually agree. Contractor shall perform all work in full compliance with Local, State and Federal health and safety regulations. All work hereunder shall be performed in a safe manner. Contractor shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Contractor, City may, but shall not be required to, correct same at Contractor's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

3.2. Working Hours. To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall coordinate its schedule so that work on the Premises is performed during those hours the City sets forth in a written notice to the Contractor, unless written permission is obtained from the City to work during other times. This condition shall not excuse Contractor from timely performance under the Contract. The work schedule must be agreed upon by the City and the Contractor.

3.3. Cleaning Up. To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall at all times keep the Premises free from accumulation of waste materials or rubbish caused by Contractor, its employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the Premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Contractor.

3.4. Publicity. Contractor agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name, trademark, trade name or logo in connection with any publicity, unless the City gives prior written consent to such use of the City's name and has approved the content of its use, both oral and written, in each instance. Notwithstanding the foregoing or anything to the contrary contained herein, the City is and shall remain the sole and exclusive owner of all trademarks, trade names and logo. Under no circumstances shall the Contractor acquire any ownership interests whatsoever in the City's trademarks, trade names or logo.

3.5. Standard of Performance. All workmanship, services, materials or equipment, either at the Premises or intended for it, shall conform in all respects with the requirements of all this

Contract, and shall be the best obtainable from the crafts and trades. In all cases, the services, materials, equipment, reports, plans, specifications, deliverables, workmanship, etc. shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the purpose for which they are intended. The standard of care and skill for all services performed by the Contractor shall be that standard of care and skill ordinarily used by other members of the Contractor's profession practicing under the same or similar conditions at the same time and in the same locality. The Contractor's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

3.6. Contractor's Employees. The Contractor shall at all times enforce strict discipline and good order among its employees, and shall not employ any unfit person or anyone not skilled in the work assigned.

3.7. Due Diligence Obligation. The Contractor acknowledges its responsibilities to examine and to be thoroughly familiar with the City's proposal document, including, but not limited to the specifications, and any addenda thereto. The Contractor hereby warrants and represents that prior to the submission of its proposal during the proposal process it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services or functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services or functions are included in this Contract and thereby warrants that:

3.7.1 it conducted or had opportunity to conduct all Due Diligence prior to the submission of its proposal and, accordingly, any additional costs, services or products resulting from the failure of the Contractor to complete Due Diligence prior to submission of its proposal shall be borne by the Contractor. Furthermore the Contractor had the opportunity during the proposal process to ask questions it saw fit and to review the responses from the City;

3.7.2 its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;

3.7.3 it is solely responsible for resolving any issues resulting from the failure to conduct Due Diligence and shall assume any costs that may result during the implementation of the Project, including, but not limited to, adherence to specifications and pricing for the Project.

3.7.4 it was responsible for specifying any changes and disclosing any new costs prior to the submittal of its proposal. Thus, in the event any changes or costs are disclosed by the Contractor, or otherwise required, during the performance of its services, the sole responsibility for any modification, delay and cost of such changes shall reside with the Contractor.

3.7.5 has familiarized itself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and Local laws, ordinances,

rules and regulations that in any manner may affect cost, progress or performance of the Work;

3.7.6 has given the City written notice of any conflict, error or discrepancy that the Contractor has discovered in the Proposal Documents; and

3.7.7 agrees that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

3.8. Reporting Requirement. The Contractor shall deliver periodic, written reports as requested by the City's Using Agency setting forth (i) the issue date of the report, (ii) the time period covered by the report, (iii) a brief description of the work and services completed by the Contractor and/or delivered by the Contractor during the time period covered by the report, (iii) the Contractor's declaration as to whether the entirety of the Contractor's work and services required in this Contract will be, or will not be, completed within the Contract's Section 6 total compensation amount, and (iv) any and all additional useful and/or relevant information. Each report shall be signed by a _____ Officer.

NOTE: the Contractor's failure to deliver any report required herein shall be deemed a material breach of this Contract, the City hereby reserving the right to exercise all available legal remedy(ies) to address said breach.

4. Responsibilities of the City. Upon the City's receipt of Contractor's written request, the City will provide the Contractor with all documents, data and other materials the City agrees are necessary and appropriate to the service to be performed by the Contractor hereunder and the City will endeavor to secure, where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by the Contractor for the purpose of carrying out the services under this Contract.

5. Contract Time. The term of this Contract shall be for an initial period of three (3) years commencing upon execution of this Agreement by the Mayor of the City of Waterbury, pending all necessary approvals, upon completion of the contracted services and work, unless sooner terminated as provided by this agreement. The City shall have the right to extend the term of this contract for two separate 1-year periods, on the same terms and conditions as this contract, by giving written notice of its election to exercise each extension at least 30 days prior to the expiration of the base term of the contract. ("Contract Time").

5.1. Time is and shall be of the essence for all Project milestones, completion date for the Project. The Contractor further agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between the Contractor and City, that the Contract Time is reasonable for the completion of the Work. The Contractor shall be subject to City imposed fines and/or penalties in the event the Contractor breaches the foregoing dates.

6. Compensation. The City shall compensate the Contractor for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6.

Pursuant to Contractor's Revised Cost Schedule dated January 31, 2022, attached. Total compensation is not to exceed fifty thousand (\$ 50,000.00) dollars.

6.1. Limitation of Payment. Compensation payable to the Contractor is limited to those fees set forth in Section 6.1. above. Such compensation shall be paid by the City upon review and approval of the Contractor's invoices for payment and review of the work, services, deliverables, etc. required in this Contract and review as may be further required by the Charter and Ordinances of the City. Contractor's invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

6.1.1 The Contractor and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to the Contractor in an amount equaling the sum or sums of money the Contractor and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding the Contractor's and/or its affiliate's real and personal tax obligations to the City.

6.3. Review of Work. The Contractor shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. The Contractor shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Contractor's demand for payment. The City shall not certify fees for payment to the Contractor until the City has determined that the Contractor has completed the work in accordance with the requirements of this Contract.

6.4. Proposal Costs. All costs of the Contractor in preparing its proposal for RFP No. 7120 shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other Contract.

6.5. Payment for Services, Materials, Employees. The Contractor shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. furnished to the City under this Contract. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc., going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final payment is made, the Contractor shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

7. Passing of Title and Risk of Loss. Title to each item of equipment, material, reports, plans, specifications, supplies, services, etc. required to be delivered to the City hereunder shall pass to City upon City payment to the Contractor for that item. Contractor and its insurer shall assume the risk of

loss or damage up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's negligence.

8. Indemnification.

8.1. The Contractor shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including reasonable attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, **(ii)** are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Contractor, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable; **(iii)** enforcement action or any claim for breach of the Contractor duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue

8.2. In any and all claims against the City or any of its boards, agents, employees or officers by the Contractor or any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 8.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

8.3. The Contractor understands and agrees that any insurance required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this Contract.

8.4. The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, agents, employees or officers as provided herein.

8.5. Royalties and Patents. The Contractor shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Contractor's own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, the Contractor shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by the Contractor and as to any award made thereunder.

8.6. In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Contractor shall indemnify, defend and

hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Contractor, or its subcontractor, omission or commission..

9. Contractor's Insurance.

9.1. The Contractor shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by the Contractor and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

9.2. At no additional cost to the City, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the Contractor's obligation under this Contract, whether such obligations are the Contractor's or subcontractor or person or entity directly or indirectly employed by said Contractor or subcontractor, or by any person or entity for whose acts said Contractor or subcontractor may be liable.

9.3. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

9.4. The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Contractor:

9.4.1 General Liability Insurance: \$1,000,000.00 per occurrence,
\$2,000,000.00 aggregate and **\$2,000,000.00** Products and completed operations
aggregate

Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

9.4.2 Professional Liability Insurance: \$3,000,000.00 each claim.
\$3,000,000.00 aggregate limit

Professional liability (also known as, errors and omissions) insurance providing coverage to the Contractor.

If any policy is written on a "Claims Made" basis, the Policy must be continually renewed for a minimum of two (2) years from the date of this contract. If the policy is replaced and/or the retroactive date changes, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

9.4.3 Workers' Compensation: Statutory Limits within the State of Connecticut: Employers' Liability:

EL Each Accident **\$1,000,000.00**
EL Disease Each Employee **\$1,000,000.00**
EL Disease Policy Limit **\$1,000,000.00**

Consultant shall comply with all State or Connecticut statutes as it relates to Workers' Compensation.

9.5. Failure to Maintain Insurance: In the event the Contractor fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset the Contractor's invoices for the cost of said insurance.

9.6. Cancellation: The City of Waterbury shall receive written notice of cancellation from the Contractor at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

9.7. Certificates of Insurance: The Contractor's General Liability shall be endorsed to add the City and its Board of Educations an additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the Contractor executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and the Waterbury Board of Education are listed as additional insured on all lines of coverage except Workers Compensation and Professional Liability and include a waiver of subrogation on all lines of coverage except Professional Liability as their interests may appear"**. The City's request for proposal number must be shown on the certificate of insurance. The Contractor must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

9.8. No later than thirty (30) calendar days after Contractor receipt, the Contractor shall deliver to the City a copy of the Contractor's insurance policies, endorsements and riders.

10. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Contractor of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: *EQUAL EMPLOYMENT OPPORTUNITY ACT*; *COPELAND ANTI-KICKBACK ACT*, as supplemented in the Department of Labor Regulations (29 CFR Part 3); *DAVIS-BACON ACT* as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974*, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

10.1. Permits, Laws, and Regulations. Permits and licenses necessary for the delivery and completion of the Contractor's work and services shall be secured in advance and paid by the Contractor. The Consultant shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work and services as specified.

10.2. Taxes-Federal, State and Local. The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon the Contractor for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Contractor remains liable, however, for any applicable tax obligations it incurs. Moreover, the Contractor represents that the proposal and pricing contained in this Contract do not include the amount payable for said taxes.

10.3. Labor and Wages. The Contractor and its subcontractors shall conform to the labor laws of the State of Connecticut, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.

10.3.1 The Contractor is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn. Gen. Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works

project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

10.3.2 The Contractor is aware of and shall comply with the provisions of both the Federal Davis-Bacon Act, the Federal American Recovery and Reinvestment Act of 2009, the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 and the American Rescue Plan Act as those may apply. The specified Acts and the provisions of all Acts from which funding for this Agreement is derived are hereby incorporated by reference and made part of this Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act (ARRA) provides that Federal wage rates apply to all ARRA funded contracts regardless of the contract's dollar value. The Coronavirus Response and Relief Act of 2021 governing ESSER II funding and the American Rescue Plan Act governing ARPA ESSER funding also provide that Federal wage rate laws apply to contracts funded under those legislative enactments.

This Agreement is subject to 2 C.F.R. Part 180, OMB Guidelines to Agencies on Government Debarment and Suspension and the U.S. Treasury Department is implementing regulations set forth at 31 C.F.R. Part 19 Government Debarment and Suspension.

11. Discriminatory Practices. In performing this Contract, the Contractor shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

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

11.2. Equal Opportunity. In its execution of the performance of this Contract, the Contractor shall not discriminate and shall comply with applicable laws prohibiting discrimination on the

grounds of race, color, religion, sex, national origin or citizenship status, age or handicap. The Contractor agrees to comply with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

12. Intentional left blank.

13. Termination.

13.1. Termination of Contract for Cause. If, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor 14 calendar days prior to the termination date and specifying the effective date thereof, of such termination.

13.1.1 In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc., which shall not include third party license, prepared by the Contractor under this Contract shall, at the option of the City, become the City's property, and the Contractor shall receive just and equitable compensation for any satisfactory work completed for such.

13.1.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

13.2. Termination for Convenience of the City. The City may terminate this Contract at any time upon not less than thirty (30) calendar days prior written notice for the convenience of the City, by a notice in writing from the City to the Contractor. If this Contract is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made.

13.3. Termination for Non-Appropriation or Lack of Funding. The Contractor acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Contractor therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law. Notwithstanding the foregoing, - the City shall not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City,, in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

13.3.1 Effects of Non-Appropriation. If funds to enable the City to effect continued payment under this Contract are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Contract without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to the Contractor.

13.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay the Contractor for the agreed to level of the products, services and functions to be provided by the Contractor under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon fourteen (14) calendar days written notice to the Contractor, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

13.3.3 No Payment for Lost Profits. In no event shall the City be obligated to pay or otherwise compensate the Contractor for any lost or expected future profits. Notwithstanding the foregoing, - the City not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

13.4. Rights Upon Cancellation or Termination.

13.4.1 Termination for Cause. In the event the City terminates this Contract for cause, the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the documents, data, studies, reports, specifications, deliverables, etc., this shall not include the use of third party licenses, provide to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, the Contractor shall transfer all licenses to the City which the Contractor is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Contractor for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. The Contractor shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this agreement in whole or in part.

13.4.2 Termination for Lack of Funding or Convenience. In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay the Contractor for all documents, data, studies, reports, specifications, deliverables, etc. this shall not include the use of third party licenses, (including any holdbacks), installed and delivered to the City as of the Termination Date and the

Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Contractor shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and the Contractor may negotiate a mutually acceptable payment to the Contractor for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to Changes in the Work.

13.4.3 Termination by the Contractor. The Contractor may, by written notice to the City, terminate this Contract if the City materially breaches, provided that the Contractor shall give the City thirty (30) calendar days prior written notice and an opportunity to cure by the end of said thirty (30) day period. In the event of such termination, the Contractor will be compensated by the City for work performed prior to such termination date and the Contractor shall deliver to the City all deliverables as otherwise set forth in this Contract.

13.4.4 Assumption of Subcontracts. In the event of termination of this Contract, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract, and may further pursue completion of the work under this Contract by replacement contract or otherwise as the City may in its sole judgment deem expedient.

13.4.5 Delivery of Documents. In the event of termination of this Contract, (i) the Contractor shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and (ii) the City shall pay the Contractor for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

14. Ownership of Instruments of Professional Services. The City acknowledges the Contractor's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services. Notwithstanding the foregoing or anything to the contrary contained herein, Contractor is and shall remain the sole and exclusive owner of all trademarks, trade secrets, trade names, service marks, copyrights or other intellectual property rights related to the services rendered pursuant to this Agreement ("Contractor IP"). Under no circumstances shall the City acquire any ownership interests whatsoever in any Contractor IP apart from such Instruments of Professional Services. The City acknowledges that the Contractor IP is proprietary material and information of Contractor.

15. Force Majeure. Neither the Contractor nor the City shall be held responsible for delays or be considered to be in breach of this Contract or be subject to liquidated damages when their respective obligations under this Contract are caused by conditions beyond their control, including without limitation:

15.1. Acts of God, fire, explosion, epidemic, pandemic (or similar viral outbreak) cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies.

15.2. Change of law and order, proclamation, regulation, ordinance, or governmental requirement.

Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet their obligations under this Agreement / to meet their schedule set forth in.

16. Subcontracting. The Contractor shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Contractor's services which approval shall not be unreasonably withheld. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Contractor and shall name the City as an additional insured party and said subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all Federal, State and Local, laws, regulations and ordinances but such requirement shall not relieve the Contractor from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.

16.1. The Contractor shall be as fully responsible to the City for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

17. Assignability. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

18. Audit. The City reserves the right to audit the Contractor's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract as may be required by the Funding Sources, including the State of Connecticut U.S. Treasury Department Federal Single Audit Act, Connecticut General Statutes, City of Waterbury Ordinances or in the event of a dispute. In the event the City elects to make such an audit, the Contractor shall promptly make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

19. Risk of Damage and Loss. The Contractor shall be solely responsible for causing the timely repair to and/or replacement of, City property or item(s) intended to become City property hereunder, where the need for repair or replacement was caused by the Contractor, by someone under the care and/or control of the Contractor, by any subcontractor of the Contractor, or by any shipper or delivery service. The Contractor shall be solely responsible for all costs and expenses, including but not limited to shipping, delivery, insurance, etc. associated with the foregoing repair and replacement obligation. Further, the Contractor shall be solely responsible for securing the City's written acceptance of all completed repairs and replacements required hereunder. The City hereby retains sole discretion to determine whether a repair or a replacement is the proper remedy.

20. Interest of Contractor. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

21. Entire Agreement. This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Contractor.

22. Independent Contractor Relationship. The relationship between the City and the Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor shall be deemed to be an employee, agent or servant of the City. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract. It is the express intention of the parties hereto, and the Contractor hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Contractor hereunder is/are not and shall not be deemed an employee of the City of Waterbury, but is/are and shall remain an independent: contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City of Waterbury and the Contractor or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Contractor hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that the Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

23. Severability. Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

24. Survival. Any provisions of this Contract that impose continuing obligations on the parties shall survive the expiration or termination of this Contract for any reason.

25. Contract Change Orders.

25.1. At the sole discretion of the City, a Change Order may be issued solely by the City to modify an existing party obligation set forth in this Contract where the scope of the Change Order is:

25.1.1 within the scope of the original Contract OR is made pursuant to a provision in the original Contract, AND

25.1.2 the Change Order monetary cost is charged solely against those funds encumbered for and at the time the Contract was originally executed by the City, that is those funds set forth in the original Contract as a not to exceed payment amount OR within the original Contract's contingency / allowance / reserve amount (if any is stated therein), AND

25.1.3 the Final Completion Date has not been changed.

25.2. Notwithstanding the foregoing subsection A, a Change Order shall not include:

25.2.1 an upward adjustment to a Contractor's payment claim, or

25.2.2 a payment increase under any escalation clause set forth in the original contract, or any Change Order, or any amendment.

25.3. That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed, and if agreed to, approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both the Contractor, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Contractor's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract. Any contract change NOT fully complying with this Section 25 shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are (i) the City's aforementioned **RFP No. 7120** and (ii) the Consultant's proposal responding to the aforementioned **RFP No. 7120**.

26.1. Procedure. This procedure supersedes all statements to the contrary occurring either in proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

26.2. Presumption. This Contract or any section thereof shall not be construed against any party due to the fact that the Contract or any section thereof was drafted by such party.

27. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance. The Contractor agrees that it waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. Notwithstanding any such claim, dispute or legal action, the Contractor shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

28. Binding Agreement. The City and the Contractor each bind themselves, and their successors, assigns and legal representatives to the other party to this Contract and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.

29. Waiver. Any waiver of the terms and conditions of this Contract by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Contract.

30. Governing Laws. This Contract, its terms and conditions and any claims arising there from shall be governed by the laws of the State of Connecticut.

31. Notice. Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's using Agency or the Contractor, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Contractor: Linguistica International
4250 West 5415 South
Kearns, Utah 84118

City: City of Waterbury
Department of Education
c/o Chief Operating Officer
235 Grand Street, 1st Floor
Waterbury, CT 06702

32. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.

The Person (the term "Person" shall herein be as defined in Section 3g of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

32.1. It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

32.2. It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a

requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

32.3. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Consultant or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

32.4. The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.

32.5. Upon a showing that a subcontractor made a kickback to the City, a prime Contractor or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

32.6. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 32.6., the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 32.6. shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

32.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has (i) delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; (ii) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (iii) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and (iv) filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

32.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 32.1-32.7.

32.9. The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

32.10. The Contractor hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site:

<http://www.waterburyct.org/content/458/539/default.aspx> [click link titled "The City of Waterbury Code of Ordinances *Passed 8/24/2009*". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST".

32.11. The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects" and the State of Connecticut Legislature's Special Act No. 01-1.

32.12. Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

32.13. INTEREST OF CITY OFFICIALS. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.

32.14. PROHIBITION AGAINST CONTINGENCY FEES. The Contractor hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

32.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the Contractor set forth in Section 6 herein is greater than

\$2,500,000.00, the City is entitled to receive a copy of any and all Contractor records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

(signature page follows)

IN WITNESS WHEREOF, the parties hereto execute this Contract on the dates signed below

WITNESSES:

CITY OF WATERBURY

Sign: _____

By: _____

Print name:

Neil M. O'Leary, Mayor

Sign: _____

Date: _____

Print name:

WITNESSES:

LINGUISTICA INTERNATIONAL

Sign: Jordan Daines

By: Soberha Morales

Print name: Jordan Daines

Its: CEO

Sign: Dora Morales

Date: March 17 2022

Print name: Dora Morales

ATTACHMENT A

1. The City's solicitation documents, RFP No.7120 (attached hereto)
2. Linguistica International's Revised Cost Proposal dated January 31, 2022, attached hereto
3. Linguistica International's Response to RFP No. 7120 dated December 12, 2021, attached hereto
4. Stockholder's Affidavit; Non-Collusion Affidavit; Certificate, incorporated by reference
5. Certificates of Insurance, incorporated by reference
6. All applicable Federal. State and local statutes, regulations charter and ordinances. (Incorporated by reference)
7. All Required Licenses See attached Document
8. See **REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS** attached

REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS

dated June 2021

Contractor shall comply with all applicable Federal statutes, regulations, executive orders, the American Rescue Plan Act, and any interpretive guidance by other parties in any agreements it enters into with other parties relating to these funds. Compliance requirements specifically include Sections 602 (b) and 603 (b) of the Social Security Act as added by Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021).

In addition:

1. Contractor shall comply with regulations adopted by the Treasury pursuant to section 602(f) of the Social Security Act, and guidance issued by the Treasury regarding the foregoing and shall comply with all other applicable federal statutes, regulations, and executive orders.

Federal regulations applicable to this contract include, without limitation, the following:

- 1.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2, C.F.R. Part 200
- 1.2 Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- 1.3 Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- 1.4 OMB Guidelines on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement too include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F. R. Part 180 and treasury's implementing regulation at 31 C.F.R. Part 19.
- 1.5 Recipient Integrity and Performance matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- 1.6 Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- 1.7 New Restrictions on Lobbying, 31 C.F.R. Part 21.
- 1.8 Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§4601-4655) and implementing regulations.
- 1.9 Generally applicable federal environmental laws and regulations.
- 1.10 Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibits discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.
- 1.11 The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status or disability.
- 1.12 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
- 1.13 The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance.

- 1.14 Title II of the American with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereof.
- 1.15 The contractor, its subcontractors and assigns, shall comply with following assurances:
- 1.15.1 Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or natural origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
- 1.15.2 Contractor acknowledges that Executive Order 13166, “Improving Access to Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with the department of Treasury’s directives, to ensure that FEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Contractor’s programs, services, and activities.
- 1.15.3 Contractor agrees to consider the need for language services for LEP persons when Contractor develops applicable budgets and conducts programs, services and activities. As a resource the Department of Treasury has published its LEP guidance at 70 CFR 6067. For more information on taking reasonable steps to provide meaningful access to LEP persons, please visit <http://www.lep.gov>.
- 1.15.4 Contractor acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor’s successors, transferees, and assigns for the period in which such assistance is provided.
- 1.16 The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000 et seq., as implemented by the Department of Treasury’s

Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

- 1.17 Seat Belt Use. Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- 1.18 Reducing Text Messaging When Driving. Contractor is encouraged to adopt and enforce policies that ban text messaging while driving.
- 1.19 If Contractor produces any publication with funds from an ARPA funded project, Contractor will include in the publication the following language: "This project is supported, in whole or in part, by federal award number _____ awarded to the City of Waterbury, by the U.S. Department of Treasury.
- 1.20 The Contractor shall protect all Whistleblowers as follows:
 - a) Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
 - b) In accordance with 41 U.S.G. §4712, Contractor may not discharge, demote or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, and abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
 - c) The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of the City of Waterbury, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

CORPORATE RESOLUTION

I, Sabrina Morales, hereby certify that I am the duly elected and acting Secretary of Linguistica International, Inc, a corporation organized and existing under the laws of the State of Utah, do hereby certify that the following facts are true and were taken from the records of said corporation.

The following resolution was adopted at a meeting of the corporation duly held on the 17 day of March, 2022.

"It is hereby resolved that Sabrina Morales is authorized to make, execute and approve, on behalf of this corporation, any and all contracts or amendments thereof".

And I do further certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said Linguistica International, Inc corporation this 17 day of March, 2022.

Sabrina Morales
Secretary

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202__)
Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City

☒

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202__)
Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City



(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

=====

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

=====

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202__)
Persons or Entities Conducting Business with the City

II. Financial Interest Disclosure

(Public Officials, Employees or Board and Commission Members with interest in
Person or Entity Conducting Business with the City)

**No Officials, Employees or Board and Commission Members with
Financial Interest**

☒

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:

Self ☐ Spouse ☐ Joint ☐ Child ☐

=====

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:

Self ☐ Spouse ☐ Joint ☐ Child ☐

1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §39.061 of the Code of Ordinances.

2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 39 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 39.101 of said Code.

3. I understand that I must file with the City Clerk, within fifteen (15) days following any reportable occurrence, any amendments to the Annual Statement.

I have read and agree to the above certification.

Linguistica International, Inc

(Name of Company, if applicable)

Sabrina Morales

Signature of Individual (or Authorized Signatory)

03/14/2022

Date

Sabrina Morales, CEO

Print or Type Name and Title (if applicable)

DELIVERED

| By Mail

☐

Hand-Delivered

☐

**City of Waterbury Certification
Regarding
Debarment, Suspension, Ineligibility and Exclusion**

If the transaction is Federally funded, in whole or in part (including pass through grants to state and/or municipal government), this certification is required by the regulations implementing one or more Presidential Executive Orders. If this transaction is funded by the State of Connecticut, in whole or in part, this certification is required in accordance with one or more State of Connecticut general statutes.

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal, State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended,

- declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.
7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

- (1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.
- (2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

Full Legal Name and address of Recipient, Vendor, or Contractor:

Linguistica International, Inc

4250 W 5415 S, Kearns, UT 84118

Print Name and Title of Authorized Representative:

Sabrina Morales, CEO

Signature of Authorized Representative:

Sabrina Morales

Date: 03/17/2022

**CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY**

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

- (a) "Contract" means any Public Contract as defined below.
- (b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.
- (c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.
- (d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

State of Utah

SS.: _____

County of Salt Lake

Nancy S Morales, being first duly sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or CEO** of Linguistica International, Inc (Contractor's Name), the Contractor that has submitted the attached agreement.

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

_____ The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

X Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

X Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY

X Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 N/A				
2				
3				
4				

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 N/A				
2				
3				
4				

(b) The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized) :

Organization Name	Address	Type of Ownership
1 N/A		
2		
3		
4		

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY

(25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	DOB	Stock %
1 NONE			
2			
3			
4			

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1 NONE				
2				
3				
4				

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1 N/A		
2		
3		
4		

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's agreement with the City of Waterbury.

For Partnership/Sole Proprietor

In presence of:

Witness

Name of Partnership/Business

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY

By: _____
Name of General Partner/ Sole Proprietor

Address of Business

State of _____)

) SS

County of _____)

_____ being duly sworn,

Deposes and says that he/she is _____ of _____ and that
he/she answers to the foregoing questions and all statements therein are true and
correct.

Subscribed and sworn to before me this _____ day of _____ 202_.

(Notary Public)
My Commission Expires: _____

For Corporation

Jarl D. Duff
Witness

Salvina Morales
Name of Corporate Signatory
4250 W. 5415 S. Kearns, UT 84118
Address of Business

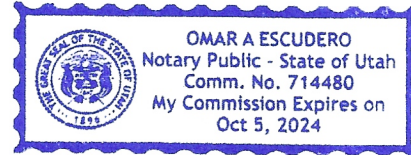
Affix
Corporate
Seal

By: Salvina Morales
Name of Authorized Corporate Officer

Its: CEO, Linguistica International
Title

**CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY**

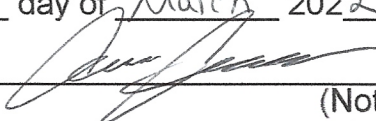
State of Utah)
) SS
County of Salt Lake)



Nancy S Morales being duly sworn,
Linguistica
deposes and says that he/she is CEO of International, Inc and
that he/she answers to the foregoing questions and all statements therein are true and
correct.

Subscribed and sworn to before me this 18th day of March 2022.

My Commission Expires: Oct 5, 2024


(Notary Public)

REQUEST FOR PROPOSAL # 7120
BY
THE CITY OF WATERBURY Public Schools
Phone and/or Video On-Demand Translation Services

The City of Waterbury Department of Education (hereinafter "City"), is seeking a qualified vendor to provide for on-demand phone and video remote translation services.

A. Background and Intent

The purpose and intent of issuing this Request for Proposal is to provide for on-demand translation services in a timely and professional manner primarily by Over-the-Phone and occasionally through Video-Remote-Connections in speaking to parents, guardians and other interested parties of students as may be required.

B. Qualifications

1. Must have a minimum of two (2) years of providing Over-the-Phone (OPI) and/or Video-Remote-Interpretation (VRI) services to state or local government entities on a 365-days per year, 7-days a week, 24hours a day basis.
2. Must be currently providing a minimum of 10,000 minutes of OPI and/or 10,000 Minutes of VRI translation services per month within the past year.
3. Must have all the necessary equipment installed and functioning to provide the services requested.
4. Must have adequate telephone terminal equipment to accommodate the firms call volume, including for expansion to accommodate an increase in overall call volume.
5. Must provide for clear audible transmission of voices whether by OPI or VRI.
6. Must provide for real time, full motion video and audio over dedicated high speed, wide bandwidth video connections that do not produce lags, choppy, blurry or grainy images or irregular pauses in communications.
7. Must provide adequate training to users of the technology and other individuals so they may quickly and efficiently set up and use the services.
8. Must have equipment that is capable of collecting the details required to produce accurate usage reports and list the same on and with all invoices.

C. Scope of Services

Provide adequately trained translators for OPI and VRI translations in a timely and professional manner upon request. The primary requirements will be over the phone translations with the parents, guardians and other interested persons of students in the Waterbury CT. School system, with occasional scheduled video translations.

Anticipated Usages are as follows:

1. Calling the awarded service provider prior to making a call to the home of a parent/family member that speaks a language other than English and needs a translation. This would be an immediate request to be immediately serviced and involve a 3 way call with real time translation.

2. Calling the awarded service provider with student/family members there in person. Using translator on phone and simply using speaker phone function so all can hear. This also would be an immediate request.
3. Setting up an appointment with the awarded service provider over phone and on speaker phone (if in person) or 3 way (if all via phone) for a Planning and Placement Team conference (PPT).

4. Video PPTs that are held via Google Meet. This would be a scheduled request.

It is possible that different combinations of the above interactions could take place.

Vendors should list how much notice, if any, is required to provide real time translations of OPI for the listed common languages.

Vendors should list any qualifications, restrictions or general procedures for utilizing their services. It is estimated at this time that usage will be approximately 30,000 minutes for a year with the actual usage may be less or greater than the base estimate.

Vendors should list what training, procedures and precautions are in place for confidentiality of the translated subject matters.

OPI/VRI – Common languages to be required: Spanish is expected to be the most commonly required translation followed by Chinese (Mandarin and Cantonese), Arabic, Albanian, Russian, Farsi, Vietnamese, Swahili, Korean, French, Portuguese, German, and Italian.

OPI and VRI general languages – As listed in Appendix D.

VRI - American Sign Language is expected to be the top language required, in addition to the spoken languages as listed.

5. Agreement Period: The term of this Contract shall be for a period of three (3) years commencing upon execution of this Agreement by the Mayor of the City of Waterbury, pending all necessary approvals, upon completion of the contracted services and work, unless sooner terminated as provided by this agreement. The City shall have the right to extend the term of this contract for two separate 1-year periods, on the same terms and conditions as this contract, by giving written notice of its election to exercise each extension at least 30 days prior to the expiration of the base term of the contract. ("Contract Time").

E. General Information

1. The City is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The City is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services, or activities.
2. Proposers must sign the items and any forms included in Attachment A. (Contract Compliance Packet)
3. All questions and communications about this request for Proposal and submission requirements must be directed to the City of Waterbury ProcureWare website and must be received **by 2:00 PM on December 3, 2021**. Prospective proposers must

limit their contact regarding this RFP to Mr. McCaffery or such other person otherwise designated by Mr. McCaffery. Responses to questions submitted by the above date or identified at any Information Session to be held in regard to this RFP, **along with any changes or amendments to this RFP**, will be available via the City of Waterbury ProcureWare website **by December 7, 2021 at 2:00 PM**. It shall be the responsibility of the proposer to download this information. If you have any procedural questions in this regard, please call the Purchasing office at (203) 574-6748.

F. Management

Any contract or purchase order resulting from this RFP will be managed by Matthew Brown or his designee.

G. Conditions

All those submitting proposals must be willing to adhere to the following conditions and must positively state this in the proposal:

1. All proposals in response to this RFP are to be the sole property of the City. Proposers are encouraged **not** to include in their proposals any information which is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.
2. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the City.
3. The timing and sequence of events resulting from this RFP will ultimately be determined by the City.
4. The proposer agrees that the proposal will remain valid for a period of 60 days after the closing date for the submission and may be extended beyond that time by mutual agreement.
5. The City may amend the terms or cancel this RFP any time prior to the execution of a contract or purchase order for these services if the City deems it to be necessary, appropriate or otherwise in the best interests of the City. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered. At his option, the City's Director of Purchasing may provide all proposers with a limited opportunity to remedy any technical deficiencies identified by the City in their initial review of proposals.
6. The proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel from the proposal during the course of the agreement period must be approved by the City, with the exception of

personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the City. At its discretion, the City may require the removal and replacement of any of the proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the City.

7. All subcontractors hired by the proposer awarded a contract or purchase order as a result of this RFP must have prior approval of the City prior to and during the agreement period.
8. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.
9. A proposer must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary by the City to satisfactorily meet the requirements set forth or implied in the proposal.
10. No additions or changes to the original proposal will be allowed after submittal, except as may be allowed by the City, at its option, in accordance with Section G.5. of this RFP. While changes are not permitted, clarification of proposals may be required by the City at the proposer's sole cost and expense. The final price and scope of services of any contract or purchase order resulting from this RFP may be negotiated with responsible proposers.
11. The proposer may be required to give presentations to the extent necessary to satisfy the City's requirements or needs. In some cases, proposers may have to give presentations or further explanation to any RFP selection committee established by the City.
12. The proposer represents and warrants that the proposal is not made in connection with any other proposer and is in all respects fair and without collusion or fraud. The proposer further represents and warrants that it did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the City participated directly in the proposer's proposal preparation.
13. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the requested format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.
14. The proposer must accept the City's standard agreement language. See Attachment B.

15. Any contract or purchase order resulting from this RFP process will represent the entire agreement between the proposer and the City and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability for payment of services under the terms of the contract or purchase order until the successful proposer is notified that the contract or purchase order has been accepted and approved by the City. Any contract resulting from this RFP may be amended only by means of a written instrument signed by the proposer and signed by the Mayor.

H. Proposal Requirements & Required Format

One original (clearly identified as such) and **2** paper copies of the proposal, as well as a copy of the original proposal in pdf format on a flash drive, must be received at the following address no later than **11:00 AM on December 15, 2021**.

Mr. Kevin McCaffery
Director of Purchasing
City of Waterbury
235 Grand Street, Room 103
Waterbury, CT 06702

Proposals submitted must be bound, paginated, indexed and numbered consecutively. Proposers shall complete **Attachment C** addressed to Mr. McCaffery, which, in part, includes a statement by the proposer accepting all terms and conditions and requirements contained in the RFP, and which shall be signed by a duly authorized official of the organization submitting the proposal. Proposers shall also, as have indicated in Attachment C, identify the name of a contact person, along with their telephone number, email address, if applicable, and address, who can be contacted for the purpose of clarifying the information contained in their response to this RFP. In addition to any other information required in Attachment C, proposers shall provide their firm's authorization and a request to any persons, firm, or corporation to furnish any information requested by the City of Waterbury in verification of the recitals included in its response to this RFP.

Proposals must set forth accurate and complete information for each of the items listed below. At the City's discretion, failure to do so could result in disqualification.

1. Proposer Information: Please provide the following information:
 - a. Firm Name
 - b. Permanent main office address
 - c. Date firm organized.
 - d. Legal Form of ownership. If a corporation, indicate where incorporated.
 - e. How many years have you been engaged in services you provide under your present name?
 - f. Names, titles, reporting relationships, and background and experience of the principal members of your organization, including officers.

2. Experience, Expertise and Capabilities

- a. Philosophy Statement and Business Focus. A statement of the proposer's philosophy and approach in undertaking the services of the nature outlined in the RFP, as well as a description of its primary business focus.
- b. Summary of Relevant Experience. A listing of all projects that the proposer has completed within the last three (3) years must be provided, as well as all projects of a similar nature to those included in the Scope of Services in this RFP. The following information shall be provided for each organization listed under this subsection:
 - Organization name and the name, title, address and telephone number of a responsible contact person.
 - Nature of services provided and dates services started and actually completed. Please indicate, for each assignment, if it was completed within the original contract timeframe and budget. If not, please explain.
 - For each project done for a municipality or other government agency, please indicate the gross cost of the agreement.

Additionally, please list any contracts or purchase orders in the last three (3) years between the proposer and any agency of the City of Waterbury.

- c. Personnel Listing. A complete listing of the staff identified in the work plan by job classification, along with their resumes. Each resume shall include the individual's qualifications and experience in the subject area.
- d. Conflict of Interest. Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest.

3. Statement of Qualifications and Work Plan

- a. Qualifications. For **each** item listed in **Section B- Qualifications**, please describe your firm's qualifications, experience and capabilities as they pertain to each of the areas of qualifications listed, as well as those of the personnel to be assigned to this project.
- b. Work Plan. For **each** item listed in **Section C. - Scope of Services**, please describe the approach that would be generally followed in undertaking these tasks.
- c. Services Expected of the City. Identify the nature and scope of the services that would be generally required of the City in undertaking these projects.

4. Cost Schedule. Proposals shall include a **Cost per Minute** for providing the translation services requested for the listed commonly used languages and then for all other languages, if a different cost. If only one price is submitted it shall be deemed as for all languages. Any and all minimum minutes or hours and costs per call or per month shall be listed. Any and all additional costs for

extended time requirements shall be listed for both the time frames involved and their associated costs.

5. *Note: The City is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in prices.*

6. Information Regarding: Failure to Complete Work, Default and Litigation.

Please respond to the following questions:

- a. Have you ever failed to complete any work awarded to you? If so, where and why?
- b. Have you ever defaulted on a contract? If so, where and why?
- c. Is there any pending litigation which could affect your organization's ability to perform this agreement? If so, please describe.
- d. Has your firm ever had a contract terminated for cause within the past five years? If yes, provide details.
- e. Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.
- f. During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details.
- g. Are there any other factors or information that could affect your firm's ability to provide the services being sought about which the City should be aware?

7. Exceptions and Alternatives. Proposers wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. The City may accept proposals which take exception to any requirements in this RFP, or which offer any alternative to a requirement herein, as well as consider such exceptions and alternatives in evaluating responses. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this Request for Proposals.

8. Additional Data. Any additional information which the proposer wishes to bring to the attention of the City that is relevant to this RFP.

I. Evaluation of Proposals; Selection Process

1. Evaluation Criteria

The following criteria are expected to be among those utilized in the selection process. They are presented as a guide for the proposer in understanding the City's requirements and expectations for this project and are not necessarily all inclusive or presented in order of importance.

- a. Proposed statement of work. Emphasis will be on grasp of the issues involved, soundness of approach and the quality of the overall proposal.

- b. Proposed cost schedule.
- c. Experience, expertise, and capabilities of the proposer. Background, qualifications, and previous experience of personnel to be assigned to the project and their demonstrated competence, experience and expertise in the type of work to be performed. The type of experience, expertise, capabilities, and qualifications desired are outlined in Section B. - Qualifications of this RFP. The City may contact one or more of the organization references listed in Section H.2.b. of this RFP as part of assessing the experience, expertise and capabilities of the proposers or those selected as the finalist(s).
- d. The vendor's course platform proposed meets all of the District's requirements in the scope of services.
- e. The professional development proposed meets all of the District's requirements in the scope of services
- f. Time, Project and Proposed Cost Schedule. Emphasis will be on the proposer's record with completing tasks and producing the necessary products within required time frames and within budget.

2. Selection Process

The City of Waterbury may elect to have the proposals evaluated by a committee as part of making a selection. If deemed necessary, the City reserves the right to arrange for interviews/oral presentations as part of the selection process, which invitations for interviews may involve a short-listing of the proposals received.

J. Rights Reserved to The City

The City reserves the right to award in part, to reject any and all proposals in whole or in part for misrepresentation or if the proposer is in default of any prior City contract, or if the proposal limits or modifies any of the terms and conditions and/or specifications of the RFP. The City also reserves the right to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the City will be served.

K. Federal, State and Local Employment Requirements - *NOT APPLICABLE*

Contractors, if applicable, shall be obligated to fully comply with the attached Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects, i.e. City of Waterbury Ordinances Chapter 34 ("Good Jobs Ordinance"), Federal Davis- Bacon Act, Federal American Recovery and Reinvestment Act of 2009, and the Housing and Urban Development Section 3 Clause, all as further specified in the attached City of Waterbury Contract form. Also attached hereto, is a full copy of the aforesaid City of Waterbury Ordinance, commonly referred to as the "Good Jobs Ordinance".

L. State Set-Aside Requirements - *NOT APPLICABLE*

The contractor who is selected to perform this municipal public works project, funded in whole or part by the State, must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g, as amended. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

For municipal public works contracts, the contractor must file a written or electronic nondiscrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at.

M. Insurance Requirements

Contractor/Vendor shall agree to maintain in force at all times during the contract the following minimum coverages and shall name City of Waterbury and the Waterbury Board of Ed as an Additional Insured on a primary and non-contributory basis to all policies, except Workers Compensation. All policies should also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A-"VIII.

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

Original, completed Certificates of Insurance must be presented to The City of Waterbury and the Waterbury Board of Ed prior to contract issuance. Contractor/Vendor agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies.

Should any of the above described policies be cancelled, limits reduced or coverage altered, 30 days' written notice must be given to the City of Waterbury and the Waterbury Board of Ed.

General Liability: \$1,000,000 each Occurrence

\$2,000,000 General Aggregate

\$2,000,000 Products/

Completed Operations Aggregate

Any Auto, All Owned and Hired Autos

Disease Policy Limits

\$1,000,000 Aggregate

Aggregate

Wording for Additional Insured Endorsement and Waiver of Subrogation:

The City Waterbury and its Board of Education is listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Builders Risk and Professional Liability.

Four (4) Attachment A Documents

- ANNUAL STATEMENT OF FINANCIAL INTEREST
- DEBARMENT CERTIFICATION
- CORPORATE RESOLUTION
- CITY OF WATERBURY DISCLOSURE OF OUTSTANDING OBLIGATIONS

One (1) Attachment B Document

- SAMPLE CONTRACT

One (1) Attachment C Document

- ADDENDUM/CERTIFICATION/NOTICE OF ACCEPTANCE

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202__)
Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City

☐

(Service or Commodity Covered by Contract)

(Term of Contract)

=====

(Service or Commodity Covered by Contract)

(Term of Contract)

=====

(Service or Commodity Covered by Contract)

(Term of Contract)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202__)
Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City

☐

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

CITY OF WATERBURY

ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202__)

Persons or Entities Conducting Business with the City

II. Financial Interest Disclosure

(Public Officials, Employees or Board and Commission Members with interest in
Person or Entity Conducting Business with the City)

**No Officials, Employees or Board and Commission Members with
Financial Interest**

☐

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

=====

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §39.061 of the Code of Ordinances.

2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 39 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 39.101 of said Code.

3. I understand that I must file with the City Clerk, within fifteen (15) days following any reportable occurrence, any amendments to the Annual Statement.

I have read and agree to the above certification.

(Name of Company, if applicable)

Signature of Individual (or Authorized Signatory)

Date

Print or Type Name and Title (if applicable)

DELIVERED | By Mail ☐ Hand-Delivered ☐

**City of Waterbury Certification
Regarding
Debarment, Suspension, Ineligibility and Exclusion**

If the transaction is Federally funded, in whole or in part (including pass through grants to state and/or municipal government), this certification is required by the regulations implementing one or more Presidential Executive Orders. If this transaction is funded by the State of Connecticut, in whole or in part, this certification is required in accordance with one or more State of Connecticut general statutes.

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal, State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.

5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended,

declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.

7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

(1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.

(2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

Full Legal Name and address of Recipient, Vendor, or Contractor:

Print Name and Title of Authorized Representative:

Signature of Authorized Representative:

Date: _____

CORPORATE RESOLUTION

I, _____, hereby certify that I am the duly elected and acting Secretary of _____, a corporation organized and existing under the laws of the State of _____, do hereby certify that the following facts are true and were taken from the records of said corporation.

The following resolution was adopted at a meeting of the corporation duly held on the _____ day of _____, _____.

"It is hereby resolved that _____ is authorized to make, execute and approve, on behalf of this corporation, any and all contracts or amendments thereof".

And I do further certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said _____ corporation this _____ day of _____, 202__.

Secretary

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

- (a) "Contract" means any Public Contract as defined below.
- (b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.
- (c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.
- (d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

State of _____

SS.: _____

County of _____

_____, being first duly
sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or**
_____ of _____ (Contractor's Name), the
Contractor that has submitted the attached agreement.

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

_____ The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

_____ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

_____ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY

_____ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1				
2				
3				
4				

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1				
2				
3				
4				

(b) The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized) :

Organization Name	Address	Type of Ownership
1		
2		
3		
4		

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY

(25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	DOB	Stock %
1			
2			
3			
4			

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1				
2				
3				
4				

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1		
2		
3		
4		

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's agreement with the City of Waterbury.

For Partnership/Sole Proprietor

In presence of:

 Witness

 Name of Partnership/Business

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY

By: _____
Name of General Partner/ Sole Proprietor

Address of Business

State of _____)

) SS

County of _____)

_____ being duly sworn,

Deposes and says that he/she is _____ of _____ and that
he/she answers to the foregoing questions and all statements therein are true and
correct.

Subscribed and sworn to before me this _____ day of _____ 202_.

(Notary Public)

My Commission Expires: _____

For Corporation

Witness

Name of Corporate Signatory

Address of Business

Affix
Corporate
Seal

By: _____
Name of Authorized Corporate Officer

Its: _____
Title

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY

State of _____)

) SS

County of _____)

_____ being duly sworn,

deposes and says that he/she is _____ of _____ and
that he/she answers to the foregoing questions and all statements therein are true and
correct.

Subscribed and sworn to before me this _____ day of _____ 202__.

(Notary Public)

My Commission Expires: _____

Attachment B – Professional Service Contract -
PROFESSIONAL SERVICES AGREEMENT
RFP No. 7120

For
Phone and/or Video On-Demand Translation Services
between
The City of Waterbury, Connecticut
and

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and _____, located at _____, Connecticut, a State of Connecticut duly registered domestic limited liability company (the "Contractor").

WHEREAS, the City's purchases under the Agreement will be funded by monies received by the City pursuant to the funding provisions of the Elementary and Secondary School Emergency Relief Fund funded under the Federal Coronavirus Response and Relief Supplemental Appropriations Act 2021, signed into law December 27, 2020 (ESSER II Fund) or pursuant to the American Rescue Plan Act Elementary and Secondary School Emergency Relief Fund (ARP ESSER or ESSER III) signed into law March 11, 2021; and

WHEREAS, the Contractor submitted a proposal to the City responding to RFP No. 7120 for Phone and/or Video On-Demand Translation Services with related curriculum materials, equipment, supplies and professional learning as those may apply; and

WHEREAS, the City selected the Contractor to perform services regarding RFP No. 7120; and

WHEREAS, the City desires to obtain the Contractor's services pursuant to the terms, conditions and provisions set forth in this agreement (the "Project").

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. The Contractor shall furnish all of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. The Contractor shall make such revisions

or modifications to its work, at its own cost and expense, as the City may require in order to be deemed complete.

1.1. The Project consists of and the Contractor shall provide on-demand translation services by Over-the-Phone and Video-Remote-Connections for communications with parents, guardians and other interested parties of Waterbury Public School students as may be required, as detailed and described in the Bid Documents in **Attachment A** and which are hereby made material provisions of this Contract. The Contractor shall:

1. Possess a minimum of two (2) years of providing Over-the-Phone (OPI) and/or Video-Remote-Interpretation (VRI) services to state or local government entities on a 365-days per year, 7-days a week, 24hours a day basis.
2. Be currently providing a minimum of 10,000 minutes of OPI and/or 10,000 Minutes of VRI translation services per month within the past year.
3. Maintain all necessary equipment installed and functioning to provide the Project services.
4. Maintain adequate telephone terminal equipment to accommodate call volume, including for expansion to accommodate an increase in overall call volume.
5. Provide for clear audible transmission of voices whether by OPI or VRI.
6. Provide for real time, full motion video and audio over dedicated high speed, wide bandwidth video connections that do not produce lags, choppy, blurry or grainy images or irregular pauses in communications.
7. Provide adequate training to users of the technology and other individuals so they may quickly and efficiently set up and use the services.
8. Maintain equipment that is capable of collecting the details required to produce accurate usage reports and list the same on and with all invoices.
9. Provide translation services upon immediate request and/or by schedule with real time translation.

as further detailed and described in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- 1.1.1** The City's solicitation documents, RFP No. 7120 (attached hereto)
- 1.1.2** _____ Cost Proposal dated _____ (attached hereto)
- 1.1.3** _____ Response to RFP No. 7120 (excluding Enclosure D: Cost Schedule, Enclosure F: Exceptions and Alternatives) attached hereto
- 1.1.4** Stockholder's Affidavit; Non-Collusion Affidavit; debarment Certificate, incorporated by reference
- 1.1.5** Certificates of Insurance, incorporated by reference
- 1.1.6** All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference
- 1.1.7** All Required Licenses
- 1.1.8** Required Contract Provisions ARPA Funded Projects

1.2. The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the Contractor. In the event that any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically:

1.2.1 This Contract document.

1.2.2 _____ Proposal dated _____.

1.2.3 _____ Response to RFP No. 7120 (excluding Enclosure D: Cost Schedule, Enclosure F: Exceptions and Alternatives) attached hereto

1.2.4 The City's solicitation documents, RFP No. 7120.

1.2.5 All applicable Federal, State and local statutes, regulations charter and ordinances, and applicable provisions and requirements of Funding Grants as set forth herein

2. Contractor Representations Regarding Qualification and Accreditation. The Contractor represents that, to the extent required by law, its employees are licensed to perform the scope of work set forth in this Contract. The Contractor further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the City relies upon these.

2.1. Representations regarding Personnel. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by the Contractor under its supervision and all personnel engaged in the work shall be fully qualified and, if applicable, shall be authorized or permitted under state or local law to perform such services.

2.2. Representations regarding Qualifications. The Contractor hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that the Contractor and/or its employees be licensed, certified, registered, or otherwise qualified, the Contractor and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Contractor shall provide to the City a copy of the Contractor's licenses, certifications, registrations, etc.

3. Responsibilities of the Contractor. All data, information, etc. given by the City to the Contractor and/or created by the Contractor shall be treated by the Contractor as proprietary to the City and confidential unless the City agrees in writing to the contrary and shall be used solely for the purposes of providing services under this Contract. The Contractor agrees to forever hold in confidence all files, records, documents and other information which may come into the Contractor's possession during the term of this Contract, except where a disclosure is expressly stated as a requirement of this Contract. Notwithstanding the foregoing, where a Contractor disclosure is required to comply with statute, regulation, or court order, the Contractor shall provide prior advance

written notice to the City of the need for such disclosure. The Contractor agrees to properly implement the services required in the manner herein provided.

3.1. Use of City Property. To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall have access to such areas of City property as the City and the Contractor agree are necessary for the performance of the Contractor's services under this Contract (the "Site" or the "Premises") and at such times as the City and the Contractor may mutually agree. Contractor shall perform all work in full compliance with Local, State and Federal health and safety regulations. All work hereunder shall be performed in a safe manner. Contractor shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Contractor, City may, but shall not be required to, correct same at Contractor's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

3.2. Working Hours. To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall coordinate its schedule so that work on the Premises is performed during those hours the City sets forth in a written notice to the Contractor, unless written permission is obtained from the City to work during other times. This condition shall not excuse Contractor from timely performance under the Contract. The work schedule must be agreed upon by the City and the Contractor.

3.3. Cleaning Up. To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall at all times keep the Premises free from accumulation of waste materials or rubbish caused by Contractor, its employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the Premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Contractor.

3.4. Publicity. Contractor agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name, trademark, trade name or logo in connection with any publicity, unless the City gives prior written consent to such use of the City's name and has approved the content of its use, both oral and written, in each instance. Notwithstanding the foregoing or anything to the contrary contained herein, the City is and shall remain the sole and exclusive owner of all trademarks, trade names and logo. Under no circumstances shall the Contractor acquire any ownership interests whatsoever in the City's trademarks, trade names or logo.

3.5. Standard of Performance. All workmanship, services, materials or equipment, either at the Premises or intended for it, shall conform in all respects with the requirements of all this Contract, and shall be the best obtainable from the crafts and trades. In all cases, the services, materials, equipment, reports, plans, specifications, deliverables, workmanship, etc. shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the purpose for which they are intended. The standard of care and skill for all services performed by the Contractor shall be that standard of care and skill ordinarily used by other members of

the Contractor's profession practicing under the same or similar conditions at the same time and in the same locality. The Contractor's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

3.6. Contractor's Employees. The Contractor shall at all times enforce strict discipline and good order among its employees, and shall not employ any unfit person or anyone not skilled in the work assigned.

3.7. Due Diligence Obligation. The Contractor acknowledges its responsibilities to examine and to be thoroughly familiar with the City's proposal document, including, but not limited to the specifications, and any addenda thereto. The Contractor hereby warrants and represents that prior to the submission of its proposal during the proposal process it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services or functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services or functions are included in this Contract and thereby warrants that:

3.7.1 it conducted or had opportunity to conduct all Due Diligence prior to the submission of its proposal and, accordingly, any additional costs, services or products resulting from the failure of the Contractor to complete Due Diligence prior to submission of its proposal shall be borne by the Contractor. Furthermore the Contractor had the opportunity during the proposal process to ask questions it saw fit and to review the responses from the City;

3.7.2 its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;

3.7.3 it is solely responsible for resolving any issues resulting from the failure to conduct Due Diligence and shall assume any costs that may result during the implementation of the Project, including, but not limited to, adherence to specifications and pricing for the Project.

3.7.4 it was responsible for specifying any changes and disclosing any new costs prior to the submittal of its proposal. Thus, in the event any changes or costs are disclosed by the Contractor, or otherwise required, during the performance of its services, the sole responsibility for any modification, delay and cost of such changes shall reside with the Contractor.

3.7.5 has familiarized itself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and Local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work;

3.7.6 has given the City written notice of any conflict, error or discrepancy that the Contractor has discovered in the Proposal Documents; and

3.7.7 agrees that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

3.8. Reporting Requirement. The Contractor shall deliver periodic, written reports as requested by the City's Using Agency setting forth (i) the issue date of the report, (ii) the time period covered by the report, (iii) a brief description of the work and services completed by the Contractor and/or delivered by the Contractor during the time period covered by the report, (iii) the Contractor's declaration as to whether the entirety of the Contractor's work and services required in this Contract will be, or will not be, completed within the Contract's Section 6 total compensation amount, and (iv) any and all additional useful and/or relevant information. Each report shall be signed by a _____ Officer.

NOTE: the Contractor's failure to deliver any report required herein shall be deemed a material breach of this Contract, the City hereby reserving the right to exercise all available legal remedy(ies) to address said breach.

1. **Responsibilities of the City.** Upon the City's receipt of Contractor's written request, the City will provide the Contractor with all documents, data and other materials the City agrees are necessary and appropriate to the service to be performed by the Contractor hereunder and the City will endeavor to secure, where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by the Contractor for the purpose of carrying out the services under this Contract.
2. **Contract Time.** The term of this Contract shall be for a period of three (3) years commencing upon execution of this Agreement by the Mayor of the City of Waterbury, pending all necessary approvals, upon completion of the contracted services and work, unless sooner terminated as provided by this agreement. The City shall have the right to extend the term of this contract for two separate 1-year periods, on the same terms and conditions as this contract, by giving written notice of its election to exercise each extension at least 30 days prior to the expiration of the base term of the contract. ("Contract Time").

5.1. Time is and shall be of the essence for all Project milestones, completion date for the Project. The Contractor further agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between the Contractor and City, that the Contract Time is reasonable for the completion of the Work. The Contractor shall be subject to City imposed fines and/or penalties in the event the Contractor breaches the foregoing dates.

3. **Compensation.** The City shall compensate the Contractor for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6.

INSERT COMPENSATION TERMS

6.1. Limitation of Payment. Compensation payable to the Contractor is limited to those fees set forth in Section 6.1. above. Such compensation shall be paid by the City upon review and approval of the Contractor's invoices for payment and review of the work, services, deliverables, etc. required in this Contract and review as may be further required by the Charter and Ordinances of the City. Contractor's invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

6.1.1 The Contractor and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to the Contractor in an amount equaling the sum or sums of money the Contractor and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding the Contractor's and/or its affiliate's real and personal tax obligations to the City.

6.3. Review of Work. The Contractor shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. The Contractor shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Contractor's demand for payment. The City shall not certify fees for payment to the Contractor until the City has determined that the Contractor has completed the work in accordance with the requirements of this Contract.

6.4. Proposal Costs. All costs of the Contractor in preparing its proposal for RFP No. 7120 shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other Contract.

6.5. Payment for Services, Materials, Employees. The Contractor shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. furnished to the City under this Contract. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc., going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final payment is made, the Contractor shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

7. Passing of Title and Risk of Loss. Title to each item of equipment, material, reports, plans, specifications, supplies, services, etc. required to be delivered to the City hereunder shall pass to City upon City payment to the Contractor for that item. Contractor and its insurer shall assume the risk of loss or damage up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's negligence.

8. Indemnification.

8.1. The Contractor shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including reasonable attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, **(ii)** are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Contractor, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable; **(iii)** enforcement action or any claim for breach of the Contractor duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue

8.2. In any and all claims against the City or any of its boards, agents, employees or officers by the Contractor or any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 8.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

8.3. The Contractor understands and agrees that any insurance required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this Contract.

8.4. The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, agents, employees or officers as provided herein.

8.5. Royalties and Patents. The Contractor shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Contractor's own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, the Contractor shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by the Contractor and as to any award made thereunder.

8.6. In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Contractor shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Contractor, or its subcontractor, omission or commission..

9. Contractor's Insurance.

9.1. The Contractor shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by the Contractor and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

9.2. At no additional cost to the City, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the Contractor's obligation under this Contract, whether such obligations are the Contractor's or subcontractor or person or entity directly or indirectly employed by said Contractor or subcontractor, or by any person or entity for whose acts said Contractor or subcontractor may be liable.

9.3. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

9.4. The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Contractor:

**9.4.1 General Liability Insurance: \$1,000,000.00 per occurrence,
\$2,000,000.00 aggregate and \$2,000,000.00 Products and completed operations
aggregate**

Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

**9.4.2 Professional Liability Insurance: \$3,000,000.00 each claim.
\$3,000,000.00 aggregate limit**
Professional liability (also known as, errors and omissions) insurance providing coverage to the Contractor.

If any policy is written on a "Claims Made" basis, the Policy must be continually renewed for a minimum of two (2) years from the date of this contract. If the policy is replaced and/or the retroactive date changes, then the expiring policy must be

endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

9.4.3 Workers' Compensation: Statutory Limits within the State of Connecticut: Employers' Liability:

EL Each Accident **\$1,000,000.00**

EL Disease Each Employee **\$1,000,000.00**

EL Disease Policy Limit **\$1,000,000.00**

Consultant shall comply with all State or Connecticut statutes as it relates to Workers' Compensation.

9.5. Failure to Maintain Insurance: In the event the Contractor fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset the Contractor's invoices for the cost of said insurance.

9.6. Cancellation: The City of Waterbury shall receive written notice of cancellation from the Contractor at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

9.7. Certificates of Insurance: The Contractor's General Liability shall be endorsed to add the City and its Board of Educations an additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the Contractor executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and the Waterbury Board of Education are listed as additional insured on all lines of coverage except Workers Compensation and Professional Liability and include a waiver of subrogation on all lines of coverage except Professional Liability as their interests may appear"**. The City's request for proposal number must be shown on the certificate of insurance. The Contractor must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

9.8. No later than thirty (30) calendar days after Contractor receipt, the Contractor shall deliver to the City a copy of the Contractor's insurance policies, endorsements and riders.

10. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of

all government authorities applicable to performance by the Contractor of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: *EQUAL EMPLOYMENT OPPORTUNITY ACT*; *COPELAND ANTI-KICKBACK ACT*, as supplemented in the Department of Labor Regulations (29 CFR Part 3); *DAVIS-BACON ACT* as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974*, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

10.1. Permits, Laws, and Regulations. Permits and licenses necessary for the delivery and completion of the Contractor's work and services shall be secured in advance and paid by the Contractor. The Consultant shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work and services as specified.

10.2. Taxes-Federal, State and Local. The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon the Contractor for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Contractor remains liable, however, for any applicable tax obligations it incurs. Moreover, the Contractor represents that the proposal and pricing contained in this Contract do not include the amount payable for said taxes.

10.3. Labor and Wages. The Contractor and its subcontractors shall conform to the labor laws of the State of Connecticut, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.

10.3.1 The Contractor is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn. Gen. Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

10.3.2 The Contractor is aware of and shall comply with the provisions of both the Federal Davis-Bacon Act, the Federal American Recovery and Reinvestment Act of 2009, the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 and the American Rescue Plan Act as those may apply. The specified Acts and the provisions of all Acts from which funding for this Agreement is derived are hereby incorporated by reference and made part of this Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act (ARRA) provides that Federal wage rates apply to all ARRA funded contracts regardless of the contract's dollar value. The Coronavirus Response and Relief Act of 2021 governing ESSER II funding and the American Rescue Plan Act governing ARPA ESSER funding also provide that Federal wage rate laws apply to contracts funded under those legislative enactments.

This Agreement is subject to 2 C.F.R. Part 180, OMB Guidelines to Agencies on Government Debarment and Suspension and the U.S. Treasury Department is implementing regulations set forth at 31 C.F.R. Part 19 Government Debarment and Suspension.

11. Discriminatory Practices. In performing this Contract, the Contractor shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

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

11.2. Equal Opportunity. In its execution of the performance of this Contract, the Contractor shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, national origin or citizenship status, age or handicap. The Contractor agrees to comply with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

12. Intentional left blank.

13. Termination.

13.1. Termination of Contract for Cause. If, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor 14 calendar days prior to the termination date and specifying the effective date thereof, of such termination.

13.1.1 In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc., which shall not include third party license, prepared by the Contractor under this Contract shall, at the option of the City, become the City's property, and the Contractor shall receive just and equitable compensation for any satisfactory work completed for such.

13.1.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

13.2. Termination for Convenience of the City. The City may terminate this Contract at any time upon not less than thirty (30) calendar days prior written notice for the convenience of the City, by a notice in writing from the City to the Contractor. If this Contract is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made.

13.3. Termination for Non-Appropriation or Lack of Funding. The Contractor acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Contractor therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law. Notwithstanding the foregoing, - the City shall not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City,, in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

13.3.1 Effects of Non-Appropriation. If funds to enable the City to effect continued payment under this Contract are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Contract without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to the Contractor.

13.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay the Contractor for the agreed to level of the products, services and functions to be provided by the Contractor under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon fourteen (14) calendar days written notice to the Contractor, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

13.3.3 No Payment for Lost Profits. In no event shall the City be obligated to pay or otherwise compensate the Contractor for any lost or expected future profits. Notwithstanding the foregoing, - the City not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

13.4. Rights Upon Cancellation or Termination.

13.4.1 Termination for Cause. In the event the City terminates this Contract for cause, the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the documents, data, studies, reports, specifications, deliverables, etc., this shall not include the use of third party licenses, provide to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, the Contractor shall transfer all licenses to the City which the Contractor is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Contractor for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. The Contractor shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this agreement in whole or in part.

13.4.2 Termination for Lack of Funding or Convenience. In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay the Contractor for all documents, data, studies, reports, specifications, deliverables, etc. this shall not include the use of third party licenses, (including any holdbacks), installed and delivered to the City as of the Termination Date and the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Contractor shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and the Contractor may negotiate a mutually acceptable payment to the Contractor for reasonable demobilization expenses. Said demobilization

expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to Changes in the Work.

13.4.3 Termination by the Contractor. The Contractor may, by written notice to the City, terminate this Contract if the City materially breaches, provided that the Contractor shall give the City thirty (30) calendar days prior written notice and an opportunity to cure by the end of said thirty (30) day period. In the event of such termination, the Contractor will be compensated by the City for work performed prior to such termination date and the Contractor shall deliver to the City all deliverables as otherwise set forth in this Contract.

13.4.4 Assumption of Subcontracts. In the event of termination of this Contract, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract, and may further pursue completion of the work under this Contract by replacement contract or otherwise as the City may in its sole judgment deem expedient.

13.4.5 Delivery of Documents. In the event of termination of this Contract, (i) the Contractor shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and (ii) the City shall pay the Contractor for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

14. Ownership of Instruments of Professional Services. The City acknowledges the Contractor's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services. Notwithstanding the foregoing or anything to the contrary contained herein, Contractor is and shall remain the sole and exclusive owner of all trademarks, trade secrets, trade names, service marks, copyrights or other intellectual property rights related to the services rendered pursuant to this Agreement ("Contractor IP"). Under no circumstances shall the City acquire any ownership interests whatsoever in any Contractor IP apart from such Instruments of Professional Services. The City acknowledges that the Contractor IP is proprietary material and information of Contractor.

15. Force Majeure. Neither the Contractor nor the City shall be held responsible for delays or be considered to be in breach of this Contract or be subject to liquidated damages when their respective obligations under this Contract are caused by conditions beyond their control, including without limitation:

15.1. Acts of God, fire, explosion, epidemic, pandemic (or similar viral outbreak) cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies.

15.2. Change of law and order, proclamation, regulation, ordinance, or governmental requirement.

Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet their obligations under this Agreement / to meet their schedule set forth in.

16. Subcontracting. The Contractor shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Contractor's services which approval shall not be unreasonably withheld. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Contractor and shall name the City as an additional insured party and said subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all Federal, State and Local, laws, regulations and ordinances but such requirement shall not relieve the Contractor from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.

16.1. The Contractor shall be as fully responsible to the City for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

17. Assignability. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

18. Audit. The City reserves the right to audit the Contractor's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract as may be required by the Funding Sources, including the State of Connecticut U.S. Treasury Department Federal Single Audit Act, Connecticut General Statutes, City of Waterbury Ordinances or in the event of a dispute. In the event the City elects to make such an audit, the Contractor shall promptly make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

19. Risk of Damage and Loss. The Contractor shall be solely responsible for causing the timely repair to and/or replacement of, City property or item(s) intended to become City property hereunder, where the need for repair or replacement was caused by the Contractor, by someone under the care and/or control of the Contractor, by any subcontractor of the Contractor, or by any shipper or delivery service. The Contractor shall be solely responsible for all costs and expenses, including but not limited to shipping, delivery, insurance, etc. associated with the foregoing repair and replacement obligation. Further, the Contractor shall be solely responsible for securing the City's written acceptance of all completed repairs and replacements required hereunder. The City hereby retains sole discretion to determine whether a repair or a replacement is the proper remedy.

20. Interest of Contractor. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

21. Entire Agreement. This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Contractor.

22. Independent Contractor Relationship. The relationship between the City and the Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor shall be deemed to be an employee, agent or servant of the City. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract. It is the express intention of the parties hereto, and the Contractor hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Contractor hereunder is/are not and shall not be deemed an employee of the City of Waterbury, but is/are and shall remain an independent: contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City of Waterbury and the Contractor or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Contractor hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that the Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

23. Severability. Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

24. Survival. Any provisions of this Contract that impose continuing obligations on the parties shall survive the expiration or termination of this Contract for any reason.

25. Contract Change Orders.

25.1. At the sole discretion of the City, a Change Order may be issued solely by the City to modify an existing party obligation set forth in this Contract where the scope of the Change Order is:

25.1.1 within the scope of the original Contract OR is made pursuant to a provision in the original Contract, AND

25.1.2 the Change Order monetary cost is charged solely against those funds encumbered for and at the time the Contract was originally executed by the City, that is those funds set forth in the original Contract as a not to exceed payment amount OR within the original Contract's contingency / allowance / reserve amount (if any is stated therein), AND

25.1.3 the Final Completion Date has not been changed.

25.2. Notwithstanding the foregoing subsection A, a Change Order shall not include:

25.2.1 an upward adjustment to a Contractor's payment claim, or

25.2.2 a payment increase under any escalation clause set forth in the original contract, or any Change Order, or any amendment.

25.3. That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed, and if agreed to, approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both the Contractor, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Contractor's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract. Any contract change NOT fully complying with this Section 25 shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are (i) the City's aforementioned **RFP No. 7120** and (ii) the Consultant's proposal responding to the aforementioned **RFP No. 7120**.

26.1. Procedure. This procedure supersedes all statements to the contrary occurring either in proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

26.2. Presumption. This Contract or any section thereof shall not be construed against any party due to the fact that the Contract or any section thereof was drafted by such party.

27. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance. The Contractor agrees that it waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. Notwithstanding any such claim, dispute or legal action, the Contractor shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

28. Binding Agreement. The City and the Contractor each bind themselves, and their successors, assigns and legal representatives to the other party to this Contract and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.

29. Waiver. Any waiver of the terms and conditions of this Contract by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Contract.

30. Governing Laws. This Contract, its terms and conditions and any claims arising there from shall be governed by the laws of the State of Connecticut.

31. Notice. Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's using Agency or the Contractor, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Contractor:

City: City of Waterbury
Department of Education
c/o Chief Operating Officer
235 Grand Street, 1st Floor
Waterbury, CT 06702

32. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.

The Person (the term "Person" shall herein be as defined in Section 3g of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

32.1. It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

32.2. It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter,

pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

32.3. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Consultant or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

32.4. The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.

32.5. Upon a showing that a subcontractor made a kickback to the City, a prime Contractor or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

32.6. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 32.6., the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 32.6. shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

32.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has (i) delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; (ii) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (iii) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and (iv) filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

32.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the foregoing subsections 32.1-32.7.

32.9. The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

32.10. The Contractor hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site:

<http://www.waterburyct.org/content/458/539/default.aspx> [click link titled "The City of Waterbury Code of Ordinances *Passed 8/24/2009*". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST".

32.11. The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects" and the State of Connecticut Legislature's Special Act No. 01-1.

32.12. Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

32.13. INTEREST OF CITY OFFICIALS. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.

32.14. PROHIBITION AGAINST CONTINGENCY FEES. The Contractor hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

32.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the Contractor set forth in Section 6 herein is greater than \$2,500,000.00, the City is entitled to receive a copy of any and all Contractor records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

(signature page follows)

IN WITNESS WHEREOF, the parties hereto execute this Contract on the dates signed below

WITNESSES:

CITY OF WATERBURY

Sign:_____

Print name:

By:_____

Neil M. O'Leary, Mayor

Sign:_____

Print name:

Date:_____

WITNESSES:

Sign:_____

Print name:

By:_____

Its:_____

Sign:_____

Print name:

Date:_____

ATTACHMENT A

1. The City's solicitation documents, RFP No.7120 (attached hereto)
2. Bidder's Revised Cost Proposal dated _____, (attached hereto)
3. Bidder's Response to RFP No. 7120 (excluding Enclosure D: Cost Schedule, Enclosure F: Exceptions and Alternatives) attached hereto
4. Stockholder's Affidavit; Non-Collusion Affidavit; Certificate, incorporated by reference
5. Certificates of Insurance, incorporated by reference
6. All applicable Federal, State and local statutes, regulations charter and ordinances. (Incorporated by reference)
7. All Required Licenses See attached Document
8. See **REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS** attached

ATTACHMENT C

KEVIN MC CAFFERY
DIRECTOR OF PURCHASING
235 GRAND STREET, ROOM 103
WATERBURY, CT 06702

The undersigned declares that the only persons or parties interested in this Proposal as principals are as stated; that the Proposal is made without any collusion with other persons, firms, or corporations; that Proposer has carefully examined the entire Request for Proposal; that Proposer has informed itself fully in regard to all conditions pertaining to the Work and the place where it is to be performed; and that with this representation, the undersigned makes this Proposal. These prices shall cover all expenses incurred in performing the Work required under the Contract Documents, of which this Proposal and Form are a part.

The undersigned agrees and covenants that the Contract Time shall commence on delivery of the City of Waterbury's written notice to proceed, which shall occur after contract execution by both parties.

The undersigned acknowledges receipt of addenda numbered: (insert date)

1 _____ 4 _____
2 _____ 5 _____
3 _____ 6 _____

All Work for this Project shall be performed at the Proposal Prices as described in the Proposal Documents.

The undersigned hereby certifies under the penalties of perjury that this Proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

Social Security Number
Identification Number

Signature of Individual or Corporate Name or Federal

Corporate Officer (if
applicable)

City notice of acceptance should be mailed, telegraphed or delivered to the undersigned Proposer at the following address:

Name _____

By: _____
(Title)

Business Address: _____
(City, State, Zip Code)

Phone: _____

Date: _____

Note: If the Proposer is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.

Attachment D:

List of Commonly Interpreted and Translated Languages:

Plus the most used of Spanish and Chinese (Mandarin & Cantonese), Albanian, Arabic, Russian, Farsi, Vietnamese, Swahili, Somali, Korean, French, Portuguese, German, and Italian.

The top language for VRI: American Sign Language (ASL).

Additional Languages :

Cantonese (Yue) ; Chin-Mizo ; Hindustani ; Malayalam ; Sicilian ;
Toishanese (Toishan, Toisanese) (Yue) ; Chin-Tedim : Hmong ; Malinke ; Sindhi ;
Fuzhou (Min) ; Falam Chin ; Hungarian ; Mam ; Sinhalese ; Shanghainese (Wu) ; Chin ;
Ibo (Igbo) ; Mandinka (Mandingo) ; Slovak ; Hunanese ; Chin-Zomi ; Ilocano ; Marathi ;
Slovenian ; Foochow (Min) ; Hakka Chin ; Italian ; Marshallese ; Soninke ; Abron ;
Chin-Zophei ; Jakartanese Mien ; Soninke (Maraka) ; Acholi ; Chukchi ; Japanese ; Mixteco
Soninke (Sarahuleh) ; Afghan ; Chuukese (Trukese) ; Javanese (Ngoko) ; Moldavian ;
Soninke (Sarakole) ; Afrikaans ; Cora ; Jula Mongolian ; Sudanese ; Akan ; Creole ; Kachin ;
Montenegrin ; Sundanese ; Akateco/Akateko Croatian ; Kanjobal ; Moroccan ; Susu ;
Albanian ; Czech ; Kannada ; Navajo ; Swedish ; Danish ; Kagchikel ; Neapolitan ; Sylheti ;
Amharic ; Dari ; Karen ; Nepali ; Tadjik ; Armenian ; Dinka ; Karenni ; Newari ;
Tagalog/Filipino ; Ashanti ; Dutch ; Khmer ; Nigerian Pidgin ; Taishanese ;
Assyrian ; Edo ; Kikuyu (Gikuyu) ; Norwegian ; Taiwanese ; Azerbaijani ; Ethiopian ;
Kinyamulenge Nuer ; Tajik ; Bahasa/Brunei ; Ewe ; Kinyarwanda ; Oromo (Oromifa) ; Tajiki ;
Bambara ; Fanti Kirundi (Rundi) ; Palauan ; Tamil ; Bari ; Fijian ; Kiswahili ; Pashto ; Telugu
Basaa (Bantu) ; Finnish ; Kongo ; Pohnpei ; Teochew ; Belorussian ; Fon ; Kosraean ;
Polish ; Thai ; Bengali ; French ; Krabn ; Portuguese ; Thonga ; Bhutanese/Dzongkha ;
French Creole ; Kzio ; Portuguese Creole ; Tibetan ; Bosnian ; French-Canadian ; Kunama ;
Portuguese Brazilian ; Tigre ; Bulgarian ; Fukienese ; Kurdish ; Pulaar ; Tojolabal ; Burmese
Fulani (Fula) ; Laotian Punjabi ; Tongan ; Cambodian ; Ga ; Liberian ; Q'anjob'al ;
Toucouleur ; Canjobal ; Ganda ; Lingala Quechua ; Triqui ; Cape Verde Creole ; Georgian ;
Lithuanian ; Quiche ; Turkish ; Catalan ; German Luganda ; Rohingya/Rohinya ; TWI ;
Cebuano ; Greek ; Luo (Dhuluo) ; Romanian ; Ukrainian/Ukvanian ; Chaldean ; Gujarati ;
Maay Somali ; Rwanda ; Urdu ; Cham ; Haitian Creole Maaymaay ; Samoan ; Uzbek ;
Chamorro ; Hausa ; Macedonian ; Sango ; Wolof ; Hahka/Hakha (Chin) ; Hebrew ;
Indonesian (Malay) ; Serbian ; Yoruba ; Chin-Zo ; Hindi
Malay (Bahasa Melayu) ; Serbo-Croatian ; Yugoslavian ; Zarma



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

ADDENDUM #1

December 6, 2021

RFP 7120 Phone and/or Video On-Demand Translation Services

Question 1: In the B. Qualifications section number 6 states "Must provide for real time, full motion video and audio over dedicated high speed, wide bandwidth video connections that do not produce lags, choppy, blurry or grainy images or irregular pauses in communications." How is this if you are using Google Meet for you virtual meeting like it state PPT will use? That is a 3rd party app that we have no control of this video feed.

Answer 1: Items that are outside the vendor's control would not be applied to this standard.

Question 2: Are respondents required to submit a signed copy of the sample contract (RFP Attachment B) as part of its proposal?

Answer 2: No

Question 3: What percentage of your interpreting needs are Spanish?

Answer 3: Without prior data, the best estimate at this time would be a majority of the calls would require Spanish.

Question 4: What percentage of monthly calls are for Spanish?

Answer 4: Without prior data, the best estimate at this time would be a majority of the calls would require Spanish.

Question 5: Can you provide a list of the most requested languages with the average number of minutes per month per language?

Answer 5: The primary languages were listed. Without a prior contract it is hard to be accurate as to the minutes required for different languages.

Question 6: Can you provide a breakdown per language, per minute?

Answer 6: No. There is no past history for records of this type. The expected primary languages were listed.

Question 7: For particularly rare languages or dialects, are you willing to pre-schedule phone interpreting where the need for interpreter is known ahead of time?

Answer 7: Yes.

Question 8: Who is/are your current vendor(s) for over-the-phone interpreting?

Answer 8: No Vendor at this time.

Question 9: Does the current vendor need to collect any information during the call?

Answer 9: Primarily the minutes used for billing purposes. Vendors may list additional options they can provide as part of our award process.

Question 10: Who is/are your current vendor(s) for video remote interpreting?

Answer 10: No Vendor at this time.

Question 11: What rates are charged by your current vendor(s) for over-the-phone interpreting?

Answer 11: No Vendor at this time.

Question 12: What rates are charged by your current vendor(s) for video remote interpreting?

Answer 12: No Vendor at this time.

Question 13: Do you have a previous vendor you were using for these services. If yes what was the cost you were provided for the services?

Answer 13: No previous vendor.

Question 14: Who is the current incumbent and what are their rates?

Answer 14: No current incumbent.

Question 15: What is the average per minute monthly call volume for telephone interpretation?

Answer 15: Unknown as a first time usage for this service. A pre-actual usage estimate would be approximately 2,500 minutes a month, but that is yet to be defined as being accurate.

Question 16: Do you anticipate making a single award or multiple awards on this contract?

Answer 16: We anticipate a single award at this time.

Question 17: Have you had any difficulties with the current incumbent?

Answer 17: There is no current incumbent.

Question 18: Is there a budget allocated to this contract? If yes, how much?

Answer 18: We cannot provide that information.

Question 19: Why are you considering changing vendors?

Answer 19: This is a first time service.

Question 20: Do you require the successful bidder to run "brick and mortar" call centers (i.e., have facilities that house telephonic interpreters) or do you allow for a work from home model?

Answer 20: Either situation is acceptable as long as the service is accurately provided in the time frames required.

Question 21: Do you ever require the telephone interpreter to connect additional parties to the call? If so, how frequently does this occur? And do you ever require an additional third-party connection?

Answer 21: At this time, we envision the majority of calls to occur as follows. As an example, a 4th grade teacher wants to call the house of one of her students where she knows the family is Spanish speaking. She would call the awarded service, explain nature of her call to the service, THEN the service places the call to the family WITH teacher online as well. The only time this won't occur is if person needing translation is ON SITE with school staff, school staff then calls in to have translation done over speaker phone for staff and the person.

Question 22: Do you allow out of state vendors? If so, what are the requirements at the time of submission?

Answer 22: Location of the vendor is immaterial as long as the service is accurately provided in the time frames required.

Question 23: Do you require any custom reporting.

Answer 23: No. At a minimum call usage minutes must be recorded for accurate billing. Vendors may list additional options they can provide as part of our award process.

Question 24: Are there any additional requirements/skills that have not been mentioned already required from the interpreters?

Answer 24: No. Vendors may list additional options they can provide as part of our award process.

Question 25: It is the industry standard for remote interpretations to be secured a 15-minute minimum per call, does this apply to this contract?

Answer 25: That would be acceptable depending upon alternative vendor submissions that would be more advantageous to the City.

Question 26: Do you currently have any languages on staff or have in-house interpreters/translators? If so, for what purpose?

Answer 26: Yes, but only as a consequence of being primarily employed for other duties. They will continue for providing document translations as may be required.

Question 27: Does you currently utilize an online platform/portal for interpreter requests and scheduling? If so, are you paying an additional monthly fee outside of the interpreting rates?

Answer 27: No platform is currently being used.

Question 28: Do you currently utilize an online platform/portal for interpreter re-quests and scheduling?

Answer 28: No

Thank you.

Maureen McCauley

Assistant Director of Purchasing – City of Waterbury



Linguistica
INTERNATIONAL
SUSTAINABLE LANGUAGE SERVICES

RFP # 7120 City of Waterbury



WATERBURY

REQUEST FOR PROPOSAL # 7120

By the City of Waterbury

Public Schools Phone and/or Video On-Demand Translation Services

Due By: December 15, 2021

Mr. Kevin McCaffery
Director of Purchasing City of Waterbury
235 Grand Street, Room 103 City of Waterbury, CT 06702



www.linguisticainternational.com (866)908-5744
4250 West 5415 South Kearns, Utah Fax (801) 262-4622



Linguistica International
4250 West 5415 south
Kearns, Utah 84118

City of Waterbury
235 Grand Street, Room 103
City of Waterbury, CT 06702

December 12, 2021

Dear Mr McCaffery and selection committee,

We are pleased to submit this request for proposal to offer over the phone and video remote interpreting services to the City of Waterbury. As a current vendor for the State of Connecticut and having provided services to the City of Waterbury we are keenly aware of the needs described in the RFP. In addition, we are currently contracted by a number of School Districts including the largest school district in America the New York City school district for whom we provide the exact service requested in the City of Waterbury bid.

Linguistica International is an established nationwide interpreting and translation services company. Founded in 2001 and headquartered in Salt Lake City, Utah from the outset our strong coast-to-coast presence and our extended base of interpreters and translators covering over 350 different languages has helped us consistently provide excellent language services to our Utah and nationwide clients 24/7/365.

With a strong foot print both in Utah and the 32 other states we serve daily, we hope to show our capacity to deliver the highest quality service and also continue to add value as a resource in all areas dealing with language and cultural diversity.

We have been serving the state of Connecticut for the past 15 years and have substantial experience in assessing, training and developing the skills of our linguists to meet and exceed all requirements mentioned in the bid. All of our interpreters meet national standards and receive ongoing specialized training focused on terminology, ethics, and cultural nuances. Due to these factors, which are elaborated below, we believe we are the best choice to provide interpreting services to the City of Waterbury.

We acknowledge the proposal content and validate that we meet all requirements listed in the RFP.

- We certify that this proposal was made without collusion with any other person, persons or company and that all is in all respects fair and in good faith without collusion or fraud.
- We certify to the completeness, veracity, and accuracy of the information provided in the proposal.

We look forward to continuing to do business with the City of Waterbury and welcome any questions regarding our services. You may reach us at your convenience by calling our main number (801) 262-4550.

Sincerely,


Sabrina Morales, CEO
Linguistica International

Legally authorized to bind Linguistica International to the terms and conditions contained in this RFP and to comply with the information and representations submitted in the proposal.



Lingüistica

INTERNATIONAL

SUSTAINABLE LANGUAGE SERVICES

RFP # 7120 City of Waterbury

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Proposer Information:

- a. Firm Name: Linguistica International
- b. Permanent main office address: 4250 West 5415 south Kearns, Utah 84118
- c. Date firm organized: May 5, 2001
- d. Legal Form of ownership. If a corporation, indicate where incorporated: S-Corporation
- e. How many years have you been engaged in services you provide under your present name: 20
- f. Names, titles, reporting relationships, and background and experience of the principal members of your organization, including officers:

Sabrina Morales, CEO

Sabrina has completed extensive work in the area of medical and social service interpretation. She is a certified medical interpreter and Bridging the Gap medical interpreter trainer. She has been interpreting for over 23 years and has actively participated in advancing the field of medical interpretation. She founded the Western medical interpreter association, drafted and sought out State Sponsors for the Utah Medical Interpreting Act¹ that provides medical interpreters with a path to state certification, she co-chaired the Policy and Research committee for the National Council on Interpreting in healthcare and assisted in drafting the National Standards for Interpreters in Healthcare². Over the years Sabrina has recruited into the profession, trained and mentored hundreds of interpreters and assisted in the creation of national best practices around training interpreters of lesser diffusion.

She currently serves in various local and national boards to further the medical interpreting profession including the Washington State Coalition for Language Access and the Utah Interpreters and Translators Association. Sabrina completed advanced training at Stanford University Business School and Babson College focusing on Entrepreneurship. She holds an MPA from the University of Utah, and a B.A. in International Affairs and Politics from the American University in Paris.

Marco Hernandez, COO

Expert in Supply Chain Management and personnel control. With over 10 years of experience in logistics and operations. Mr. Hernandez designs, plans, develops and measures operational strategies through innovative IT solutions. Experienced in operation in various industries including interpreting services, consumer/household goods, transportation, automotive industry. Mr. Hernandez created the first transportation cargo marketplace in Mexico, building a network of over 5,000 logistics cargo providers. He has worked with various sized businesses as a strategy consultant and implemented a number of successful operational strategies lowering costs and creating the streamlined solutions. Mr. Hernandez has a Bachelor in International Business from the Instituto Tecnológico de Monterrey (Mexico) and a Masters in

¹ <https://le.utah.gov/~2017/bills/sbillenr/SB0074.pdf>

² <http://www.ncihc.org/assets/documents/publications/NCIHC%20National%20Standards%20of%20Practice.pdf>



Supply Chain and Logistics Management from the University of British Columbia (Canada) Sauder School of Business.

Jordan Daines, Account Management, During the past 6 years Mr. Daines has managed 3 of Linguistica's nationwide cooperative contracts including the largest government cooperative contract NASPO Value Point and the prestigious New York Health and Hospitals account. In addition, Mr. Daines has served as the main point of contact for all of the State of Connecticut contracts including Yale New Haven Hospital and Smilow Cancer Centers. Mr. Daines is well versed at standardizing contractual requirements at an operations level ensuring a streamlined approach to service requirements. Mr. Daines has extensive international experience, a B.A. in History from Utah State University and a broad range of project management skills.

Experience, Expertise and Capabilities

Philosophy Statement and Business Focus. A statement of the proposer's philosophy and approach in undertaking the services of the nature outlined in the RFP, as well as a description of its primary business focus.

Executive Summary

Linguistica International, is a nationwide, MWBE certified language services company, providing Over the Phone (OPI) and Video Remote Interpreting (VRI) services in over 350 different languages and dialects.

This proposal aims to demonstrate that Linguistica meets all of the City of Waterbury vendor requirements.

Over the past two decades we have acquired substantial and successful experience providing specialized OPI and VRI services to organizations nationwide. We have an established history of providing OPI and VRI to large government agencies.

We currently provide similar services to the type mentioned in the City of Waterbury RFP for example, our contract with the New York City Department of Education, for whom we regularly cover over 1,000 interpretation calls daily and 40+ VRI requests weekly, in languages ranging from the most common such as Spanish and Mandarin, to languages of lesser diffusion, such as Mixteco and Nepali.

Our organizational infrastructure is fully capable of supporting any amount of volume produced by this contract. In addition to the New York City Department of Education we are the contracted vendor of choice for thousands of over the phone and VRI interpreting clients generating millions of minutes of interpretation annually and successfully providing a number of statewide contracts with specialized services for over a decade.

Our capacity to meet the technical and administrative needs of our clients is buttressed by our effective, efficient, and responsive administrative staff, internal operating procedures, and workflow processes; all developed and refined over nearly two decades of language service provision. Our management team and organizational structure is readily available to provide support, receive feedback and collaborate to ensure that all needs are met.

We have interpreters in all commonly – and uncommonly – requested languages mentioned in the RFP trained, experienced, and specialized in medical, social service and legal terminology able to begin interpreting for the City of Waterbury immediately. We are confident that our ongoing training, assessment, and monitoring, as



well as our quality assurance measures have produced the best possible interpreters to assist all of your language needs.

Linguistica understands our clients are interested in the most effective pricing that also delivers on quality and accuracy. We will charge City of Waterbury the lowest rate possible for expert interpreters, while still providing quality service at this volume.

Finally, after conducting a thorough review of the requirements and scope of work associated with this RFP, Linguistica International is confident that based on our extensive experience, operational capabilities, organizational structure, and extensive roster of skilled interpreters, we can support all OPI and VRI needs resulting from this contract. As previously indicated, and with nearly 20 years of on-going support to similar clients across the U.S., Linguistica International is the best option to not only provide superior, professional quality services but also to deliver a program that is cost effective.

Summary of Relevant Experience. A listing of all projects that the proposer has completed within the last three (3) years must be provided, as well as all projects of a similar nature to those included in the Scope of Services in this RFP. The following information shall be provided for each organization listed under this subsection: Organization name and the name, title, address and telephone number of a responsible contact person.

Linguistica International currently provides services to over 5,000 clients nationwide. For the purpose of responding to this question please find below three sample clients that currently utilize our services in your area.

Lisa Hersey, LMSW

Waterbury Youth Services

lhersey@waterburyyouthservices.org

(203) 597-1031 x300

Program Director

Short Term Family Integrated Treatment Program

83 Prospect Street

Waterbury, CT 06702

Phone: 203-597-1031 Ext. 300

Fax: 203-597-1248

www.waterburyyouthservices.org

Ana Sousa-Martins

Bridgeport Public Schools CT

amartins@bridgeportedu.net

203-275-1337

OTP, document translations onsite / VRI

Evelyn Pintado

Southwest Connecticut Mental Health System

97 Middle Street Bridgeport CT 06604

203-579-7327

evelyn.pintado@ct.gov



Background and Organization

Linguistica International is a Certified Minority Women-Owned business. Our founder Sabrina Morales, staff and trainers work in the field of interpretation and translation nationally and internationally and are recognized in the interpreting and translation sector as leaders and innovators. We are active in many Interpretation and Translation Associations and were instrumental in getting the National Code of Ethics and National Standards of Practice for interpreters established through the National Council on Interpreting.



Linguistica was founded in 2001 and since then has been providing language services in over 350 different languages to private organizations, as well as government agencies across the United States.

Linguistica currently utilizes a team of over 14,000 OPI and VRI interpreters available 24/7/365. Our coordination center connects thousands of interpretation requests daily.

Sample Client List:

Washington State Healthcare Authority (HCA):

HCA serves as a health care purchaser for millions of Washington residents, and has one of the largest language service endowments of any health care system in the nation. Linguistica International helps HCA meet the medical needs of its diverse population by providing over the phone interpretation in nearly three dozen languages, from Spanish, Bengali, and Mandarin to Italian, Hungarian and Turkish. With over a decade of experience as a provider of medical telephonic interpretation in these languages as well as others, Linguistica understands the often matter-of-life-and-death necessity of quick connections and minimal wait times – which is why we pride ourselves in leading the industry in quick connections with an average of 14 second wait times.

State of Michigan:

As an exclusive statewide vendor of interpretation to the State of Michigan for the past decade, Linguistica has provided the State with daily language assistance in medical, legal and social service situations and locations. To provide long term effective and accurate OPI and VRI interpretation in these diverse situations, Linguistica has developed an effective and specialized internal focus on various specialized terminology. As a result, we field some of the best and most highly trained interpreters in the industry, in all of the languages we cover.

State of Delaware:

Linguistica partners with the state of Alabama to provide interpretation statewide. In order to effectively meet the volume and organizational requirements of an entire state for a number of years, Linguistica has developed an effective organizational and management structure, as well as efficient operating procedures and workflow processes. As a result, our assignment workflow, ongoing interpreter training and assessment and quality assurance ensure that our clients always have ready access to a live, expertly trained interpreter, with a responsive administrative staff always available to give aid and support.



Nature of services provided and dates services started and actually completed. Please indicate, for each assignment, if it was completed within the original contract timeframe and budget. If not, please explain.

Linguistica International has never been terminated from a contract. We have never surpassed original contract timeframes or budgets. All contracts have been completed within the original parameters.

Services we provide:

- Interpreting Over the Phone
- Interpreting Onsite
- Document Translation
- Video Remote Interpreting

We have acquired substantial experience providing OPI and VRI services. For example, one of our first, longest, and most successful running contracts, dating back to 2002, is with the State of Utah for whom we have provided OPI and VRI interpretation services for a variety of requests including medical visits, courts, social service settings, school settings include IEP meetings, suspension hearings among others.

Currently, we are the OPI and VRI provider of choice for over 5,000 active clients nationwide.

In 2020 we successfully covered 12.5+ million minutes of over the phone interpretation and over 4,000 hours of Video Remote Interpretation. Given our present volume, if awarded the Waterbury contract, we feel confident that we can incorporate the amount of volume generated by this contract into our daily operation and systems to both meet and exceed expectations required in the contract.

Our ability to support the above volume is enabled in part by our coordination department which interacts with clients and interpreters utilizing various communication options, including:

- Toll-free access
- Live text support
- Live chat support
- Dedicated client email accounts
- Mylinguistica, our proprietary platform
- On-site quality control staff
- Quarterly business reviews
- Application programming interfaces

Our proprietary platform “mylinguistica” is the cornerstone of our operation, allowing clients to interact with our support team, monitor invoices as they are being assembled, view their complete usage records, schedule service, and more; it’s elasticity automatically scales our service lines to accommodate volume spikes and provides the necessary redundancies to create reliable safety nets for all accounts.

Having extensive experience working in social service and education settings, we tailored mylinguistica as a platform to meet our clients’ credentialing, training and accreditation requirements. We are proud of our ability to interact with clients and have developed standards and practices to match the requirements of the strictest credentialing bodies.

Linguistica International has a robust infrastructure that provides all of our clients with an expert group of professional interpreters 24/7/365; each interpreter is evaluated and trained prior to activation. Our coordinators are always available to connect and assist clients with interpreters of the requested language.



For each project done for a municipality or other government agency, please indicate the gross cost of the agreement.

Additionally, please list any contracts or purchase orders in the last three (3) years between the proposer and any agency of the City of Waterbury.

Linguistica International, has been providing services to government agencies for the past 20 years. Specifically in Connecticut we have held the Statewide cooperative language services contract. When the state transitioned to utilizing the NASPO cooperative contract we provided services via this contract vehicle.

Below please find a sample of clients we currently provide services to in Connecticut. This is a partial list:

- Bridgeport Public Schools -Open PO
- CT Court Support Service Division- Open PO
- EdAdvance -Open PO
- Elm City College Prep Elementary -Open PO
- Friendship Service Center -Open PO
- Klingberg Family Centers-Open PO
- Lawrence Memorial Hospital-Open PO
- Leeway Community Living Model-Open PO
- Lower Naugatuck Valley Parent Child Resource Center-Open PO
- New Reach Inc-Open PO
- Office of the Protection and Advocacy-Open PO
- SMC Tour-Open PO
- Yale New Haven Hospital System including Smilow Cancer Centers- Open PO
- Hope Academy-Open PO
- Capitol Region Mental Health Center-Open PO
- Southwest Connecticut Mental Health System-Open PO

Specifically in the City of Waterbury:

- Waterbury Youth Services- Open PO since 2017 gross cost approx. \$25,000

Personnel Listing. A complete listing of the staff identified in the work plan by job classification, along with their resumes. Each resume shall include the individual's qualifications and experience in the subject area.

Chief Executive Officer: Sabrina Morales

EXPERIENCE

Organization: Linguistica International

Title: Chief Executive Officer

Dates: 2005-Present

Built the company from the ground up and created a large loyal client base throughout the United States by providing personal attention, quality service and consistent follow through. Highly focused on understanding government agencies and developing solutions that meet their day to day needs. Develop persuasive letters, documents, grants and contracts frequently informing key government decision makers about language



access. Involve personnel in goal sharing, resulting in dramatically increased productivity. Currently the company provides services nationwide to some of the most demanding public organizations including the largest government cooperative in the nation NASPO Value Point.

Organization: Comunidades Unidas “CU”

Title: Executive Director

Provide overall leadership for the organization, responsible for recommending and implementing work plans, policies, and strategies in support of the mission and vision while ensuring alignment with the values of the organization. Reporting to the Board of Directors and accountable for managing the day-to-day activities, operations, and budget of the organization as well as program and project administration.

Externally, taking the lead in generating new resources to enhance the fundraising capabilities of the organization to further its reach and impact in the community at-large. Serving as a point of reference for the community with regards to the immigrant and multicultural health needs of the State of Utah. Working to develop strong relationships and effective community outreach tactics to manage the reputation, visibility, and messaging of the organization.

Organization: Salt Lake County

Title: Management Analyst

Coordinated the activities of the Hispanic/Latino Advisory Council formed by Salt Lake County Mayor Nancy Workman and supervised by Michael Gallegos at the Department of Economic Development. Organized meetings coordinated all activities including the development of countywide coalitions, mentorship programs and developing key strategies for the counties diversity staffing initiatives.

Organization: Health Access Project

Title: Multicultural Services Director

Within an extremely limited timeframe, I developed a Countywide interpreting volunteer program which received national attention and was used as the model for three other similar agencies. I helped recruit over 100 volunteer physicians and developed a large part of the Health Access Project’s Database. Developed a comprehensive training program that included cross cultural communication, volunteer recruitment and retention as well as developing community health access resources.

Organization: Disability Law Center

Title: Minority Outreach Coordinator

Contacted and cooperated with agencies and community groups throughout the state of Utah to improve outreach to minority community members with disabilities. Met with different ethnic groups and provided information about disability rights. Planned and implemented several minority disability outreach fairs and workshops.

Organization: Neil Abercrombie, United States Congress Campaign

Title: Campaign Manager

Assisted candidate, with all aspects of the campaign, from strategy to execution to analysis, from early research, to nomination; personally, performed and supervised research, financial, and field operations for the campaign. Organized candidates schedule, prioritized appearances at conflicting events, and analyzed results. Specifically served as one of several press contacts for local and national media, wrote media advisories, press releases, and some speeches. Compiled and maintained press lists for local print, radio, TV, web, and national news sources. Organized press conferences, arranged press availability at all times.

Organization: Nicaraguan Embassy in Paris, France

Title: Political Analyst



Conducted research on the political environment in France and the newly forming European Union and how it affected Nicaragua's commercial exchange within Europe. Developed issue briefs on governmental institutions, public laws, and international laws. Analyzed and interpreted daily news briefs, prepared reports detailing findings, recommendations, or conclusions. Consulted with government officials, civic bodies, research agencies, and political parties.

BOARDS

Utah Governors Hispanic Latino Advisory Council
Martin Luther King Commission
Governor's Office on Economic Development
Utah Office of Ethnic Affairs
Salt Lake County Council on Diversity Affairs CODA
Utah Interpreters and Translators Association UTIA
National Council Interpreters in Healthcare NCIHC
Governor's Pandemic Influenza Task Force
Utah Department of Health Ethnic Health Advisory Task Force

EDUCATION

Stanford University, Entrepreneurship Certification
Specific Emphasis: Entrepreneurship - Emerging Industries

University of Utah, Executive Master in Public Administration
Specific Emphasis: Public Policy

American University of Paris, Bachelors in International Affairs and Politics
Specific Emphasis: Public Policy, International Relations, Multicultural Communication, French Language

UCLA, International Affairs Certification
Specific Emphasis: Decision Making

Kapiolani Community College, Associates of Arts
Specific Emphasis: Sociology

Hawaii Pacific University
Specific Emphasis: Japanese Language, International and Asian Politics



Marco Antonio Hernández Tovar

Education

Specialty in Supply Chain & Logistics Management.

University of British Columbia, Vancouver, BC, Canada. May-2011-September-2012

Bachelor's Degree International Business (LIN) Bachelor International Business / Major in Supply Chain & Logistics Management.

Tecnológico de Monterrey (ITESM), Campus Qro. August 2007- Dec 2012

Certifications:

Successful Negotiation May-2015, Grupo Anderé

Supply Chain Fundamentals, Mars University June-2014

Employment Experience:

Linguistica International, January 2021- To date

Team Lead Over The Phone Interpreters & Operators

- Lead organizational efficiencies and cost control
- Develop Standard Operating Procedures to ensure companywide productivity
- Develop KPIs to measure and increase agent productivity.

Linguistica International, August 2019- December 2020

Team Lead Over The Phone Interpreters & Operators

- Inform about new policies, train agents and ensure company policies are being followed properly.
- Control interpreter productivity, provide feedback on errors, ensure team adherence.
- Provide support to agents with any system or labor related issue.
- Inform other departments on issues regarding our agents.
- Develop KPIs to measure and increase agent productivity.

Main Accomplishments

- o Designed and implemented the weekly error chart list, providing valuable information to the manager in a self-sufficient way.
- o Provided training to interpreters and team leads to increase productivity and improve managing skills.
- o Designed data entry feedback system, this system will reduce errors and is being used by team leads.
- o People development, 2 of my agents have grown to other positions with my coaching.
- OTP Spanish Interpreter August 2019- August 2020
- o Medical, Main and DOE Interpreter.
- o Operator for other languages.
- o Coordinador

Mars México, Querétaro, Querétaro México. Nov 2017-May 2019

Supply Chain Manager

- Product Placement for 80% of the retail national market (Walmart, Oxxo, HEB, Soriana, Comexa, others) and top wholesalers.
- Costs & Administrative controls for over 350 employees for main Dispatch Center.
- Manage the 2 largest and main warehouses with inbound and outbound logistics (30,000 mt2 and 8,900 mt2) over 350 employees, over 2,500 shipments monthly.



- Designed and implemented reverse logistics department for all Mars petcare operation, saving 15 M mxn on scrap & recovered product.
- Create and develop a business continuity plans to ensure operations & sustainable growth with suppliers.
- Create administrative policies with global standards aligned with the local problems for theft reduction & other threats.
- Managed 6 production lines within a warehouse, producing promotional packs for our several retail clients. Produce over 3,000 pallets monthly.

Main Accomplishments

- o Savings for over 8.35 million MXN yearly in promotional production items.
- o Redesigned the cost structure and moved from fixed cost to variable cost, saving 18 million MXN in savings.
- o Reallocate to a new warehouses/provider, train new staff and implement new production lines in GDL.
- o Theft control policies provided minimum 600 k in savings monthly.

Mars México, Querétaro, Querétaro México. Nov 2013-Nov2017

Copack Manager

- Development, control and execution of the new promotional items along with the Sales and Operations team for forecast reviews.
- Production of all seasonality's promotions such as Black Fridays, Summer, "Julio Regalado "among others for Mars Petcare.
- Cost and administrative controls for over 118 employees.
- Warehouse and inventory control for finished goods and promotional items.
- SAP Key User to provide correct sku entries to the system.
- Creation of hot chambers for sorting and quality requirements.

Main Accomplishments

- o Savings every year \$8M 2013. \$5M 2015, \$5M 2018.
- o Designed and created a very functional department as well as the structure.
- o Creation of the promotional "Starter Kit" which was implemented and sold in Brazil and Thailand.

Mars México, Petcare, Querétaro, Querétaro. Nov- 2012-Nov-2013

Customer Service Specialist

- Order Management control for clients like HEB, Soriana, Chedarui among others.
- Creation of the warehouse's workflow for the retail market.
- Team alignment when customer requires a special order or an increment in sales above the normal.
- KPI monitoring: Case Fill, On Time, Stock Outs, Credit Scores, etc.

Main Accomplishments

- o Savings \$300 K MXN monthly for implementing a follow up revision with stakeholders to avoid stockouts and product shortages.
- o Reduced the labor time for the position by 3 hours by using the system correctly and implementing new times with stakeholders.



IT Systems Manager: Joel Lewis

PROFESSIONAL EXPERIENCE

Organization: Lingüística International

Title: Director of IT Systems

Dates: 2011- Present

Manage the day to day coordination of language service requests.

Managed a team of highly skilled interpreters.

Implemented a balanced scorecard to fairly and effectively measure representative performance.

Implemented a true adherence program and shift bidding processes with no additional cost.

Worked closely with senior management to address complex customer issues and business scenarios.

Organization: MonaVie

Title: Contact Center Operations Manager

Managed Contact Center software, statistics, scheduling, and quality for 100 contact center representatives located throughout the US, Europe, and Asia supporting customers in 9 languages.

Managed a team of highly skilled analysts.

Transitioned from a traditional call center to a fully remote environment.

Implemented a balanced scorecard to fairly and effectively measure representative performance.

Implemented a true adherence program and shift bidding processes with no additional costs.

Reduced total cost by 50% over two years while increasing service levels and customer satisfaction.

Organization: US Army National Guard

Title: Human Intelligence Collector (35M)

Managed intelligence reporting for 4 operating Human Intelligence Teams as part of an Operational Management team during Operation Enduring Freedom.

Managed a large source load as an active Human Intelligence Collector in Ghazni province Afghanistan.

Worked closely with operating units to provide accurate and actionable intelligence reports.

Held a Top Secret/Secret Compartmentalized Information clearance.

CERTIFICATIONS & ACHIEVEMENTS

Currently enrolled in the ICMI Contact Center Operations Management Certification course

US Army Korean Linguist Certification score of 2+/2

Completed the US Army Intelligence Center Strategic Debriefing Course

EDUCATION

Defense Language Institute, Monterey CA – Completed the Korean Basic course with a 2+/2 rating in Korean

Brigham Young University, Provo UT – Masters in Linguistics



d. Conflict of Interest. Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest.

None

Statement of Qualifications and Work Plan

Qualifications. For each item listed in Section B- Qualifications, please describe your firm's qualifications, experience and capabilities as they pertain to each of the areas of qualifications listed, as well as those of the personnel to be assigned to this project.

Linguistica International contracts with over 14,000 trained and qualified linguists. In order to ensure enough interpreters are available at any time, our operations team utilizes our internally developed system "Dynamic Allocation of Resources" allowing us to track previous call volume requirements and adjusting interpreter availability to meet a minimum buffer of 22% above the previous weeks' total volume.

Our pool of thousands of available linguists guarantee the City of Waterbury interpreter requests will be fulfilled for any language any time day or night including languages of lesser diffusion.

To ensure all language needs are met we track a set of Key Performance Indicators real time. In regards to language availability concerning Appendix A:

KPIs	Method	Outcome
*Average Speed of Answer	Our phone system has the capability of tracking the amount of time our clients wait in the queue before their call is answered by a live coordinator. Our phone system reports are reviewed in real-time by our call center manager/s to ensure timely call handling with an average answering speed of less than 30 seconds. Our call center monitors are visible by all call center coordinators. This agency wide visibility drives team accountability and keeps our call center within adequate staffing levels. Reports generate by our phone system switch and can be modified to pull additional information as needed and or requested.	>90% of calls within 30 seconds.
*Interpreter Connection Time	Currently taking into account 100% of our daily call volume we are able to connect to interpreters with an average connection time of 14 seconds.	>90% of calls within 30 seconds.
*Language Availability	All language interpretation requests will be filled irrespective of previous requests. We will ensure our capacity via ongoing HR recruitment and outreach of Languages of Lesser Diffusion.	100%
*Quality Assurance	Calls are recorded for quality control purposes. Our quality control process is designed to audit a minimum of 5% of total calls ensuring that every interpreter is evaluated at least once a quarter regardless of volume. This evaluation includes metrics to capture performance in the following areas: accuracy, completeness, professionalism, interpreting code of ethics compliance, proper use of terminology and courtesy/respect. The evaluation process includes a questionnaire with a point system that will result in a percentage of compliance.	>90%



	Linguistica International will provide raw QA data at the end of every quarter to demonstrate the overall level of interpreters' compliance to quality of service.	
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Language Availability

Unique to our industry is our ability to track and assign resources automatically, taking into consideration client trends and real-time activity. Our proprietary system is capable of using existing data to track usage real time and automatically monitor language usage data allowing HR supervisors to implement new language needs. Implementation of daily recruitment for all languages including those of lesser diffusion allows clients to have peace of mind when requesting OPI services during any time of the day/night. HR supervisors will assign specific languages to the City of Waterbury account HR team members to meet expectations for new language trends.

Interpreter Recruiting, Testing, and Training Recruiting:

Linguistica International takes great pride in assessing candidates prior to activation. Our credentialing processes involve a comprehensive review and validation of a candidates' employment, a background check and their eligibility to work.

All documentation including certificates are validated against each issuing institution. References and credentials are checked as part of the initial screening process. Once candidate credentials are approved, that candidate is then required to successfully pass a comprehensive test that includes interpreting code of ethics, interpreting standards, appointment workflow, terminology, confidentiality, working as part of team and cultural competency.

All aspiring interpreters are tracked from the initial application date to activation. Interpreters are provided with access to our online portal mylinguistica where they are prompted to follow all steps and documentation requirements in order to become active in our system.

Our process guarantees transparency and results in contractors that are fully compliant with our documentation process.

In order to be activated interpreters must complete the following recruitment and credentialing steps:

First Step:

Complete employment application.

Submit resume specifically outlining previous interpretation experience.

Provide proof of a minimum of two years of interpreting experience or equivalent experience.

Provide copies of all certificates mentioned in the employment application.

Second Step:

Complete and pass the following testing requirements;

Step 1: Individual interviews by recruitment staff.

Step 2: Pass fluency oral test, in languages mentioned in employment application.

Step 3: Code of ethics test.

Step 4: National standards test – including confidentiality and role of the interpreter.





Third Step:

- Provide a copy of a valid photo I.D.
- Provide a copy of criminal background check or complete one with HR staff.
- Provide a copy of HIPAA certificate.
- Participate in a 16-hour new hire orientation that includes proven proprietary training methods.
- Participate in a 60-hour interpreter training live if schedule permits or via mylinguistica.
- Successfully pass the training assessment.

Note: In order to demonstrate oral proficiency in English interpreters must show proof of one of the following:

- Bachelor, Masters, PhD, or any other degree from any US institution of higher education.
- Graduation from any High School from an English language country or from an American School abroad.
- One of the following tests (subject to change)
- TOEFL (Test of English as a Foreign Language): 570+ on paper; 230+ on computer version; 90+ on iBT.
- ELPT (English Language Proficiency Test): 950+
- MELAB (Michigan English Language Assessment Battery) 80+
- ECPE (Examination for the Certificate of Proficiency in English): PASS
- FCE (First Certificate in English, Level 3): A
- CAE (Certificate in Advanced English, Level 4): B
- CPE (Certificate of Proficiency in English, Level 5): B
- IELTS (International English Language Testing System) 7.0+

Oral proficiency in the target language(s) -- "L2" demonstrated via:

- Bachelor, Masters, PhD, or any other degree from an institution of higher education where L2 is spoken.
- Graduation from a high school of the country where L2 is spoken.
- ACTFL Oral Exams (American Council on the Teaching of Foreign Languages): 3.5 + /Advanced Mid-Level (see www.actfl.org)
- ACTFL comparable evaluation

Pre-Employment Screenings/Requirements:

- Linguistica Orientation
- ID Badge Clearance
- IT Access and Clearance

Our training program includes targeted modules, covering specialty terminology and the National Standards of Practice for Interpreters and the National Code of Ethics for Interpreters.

At Linguistica International, we understand that interpreting requires the ability to use multiple interpreting approaches including 1st person, narrative, descriptive, simultaneous, consecutive, and working with a professional provider or team. Our interpreters are trained in all methods and techniques to ensure the most accurate delivery of interpreting services.

The main areas of training include:

- Confidentiality
- Speed of Delivery
- Terminology
- Cultural Sensitivity
- Customer Service
- Code of Ethics for Interpreters
- National Standards
- Legal Requirements for Interpreters including HIPAA



Each interpreter is required to successfully pass a comprehensive test that includes cultural competency as well as several supervised quality control reviews.

Continuing Education

We train all interpreters regularly to maintain high levels of cohesiveness and quality. All interpreters must participate in monthly in-house trainings and/or monthly conference call trainings. All of our trainings are available to our contracted interpreters on demand via mylinguistica and we incentivize regular participation by making it a necessary precondition for seniority interpreter status, which increases assignment preferences.

Our interpreters can log on to their mylinguistica account anytime and view over 100 different trainings focused on terminology, specific specialty areas, and healthcare interpreter standards among others. Interpreters are also able to view client specific materials aimed at aiding them in their specific assignment area.

Sample Interpreting Training topics included on-demand include:

- Code of Ethics
- National Standards
- Note-taking
- School based terminology
- IEP Meetings
- Suspension Hearings
- Special Education

Language Interpretation

The quality evaluation process for over the phone interpreters involves:

- Calls are recorded and stored in secure encrypted servers.
- Calls are retrieved to perform evaluation.
- Supervisors schedule quarterly evaluations of recorded calls for every interpreter.
- Each call is evaluated using point system that will result in a percentage of compliance.

The interpreter is evaluated following specific steps included in our quality control evaluation sheet for over the phone interpreters.

The interpreter evaluation index feeds off of a data set gathered and maintained in a mylinguistica contractor score card, giving us visibility to work traits such as accuracy, completeness, professionalism, interpreting code of ethics compliance, proper use of terminology and courtesy/respect.

Understanding the behavioral aspect and work ethic of each linguist, we are able to not only assess the suitability of the individual but also qualify and match interpreters to any given environment or assignment with the ultimate goal to provide the best patient experience.

The interpreter is then provided with feedback and a written report of the evaluation; if the interpreter scores between 90-95% they are required to undergo additional retraining and successfully pass a secondary evaluation. If the interpreter scores lower than 90% they are automatically removed from our active team of interpreters. All interpreters that are required to undergo additional training will be evaluated on a weekly basis until they are cleared for standard reactivation.

The supervisor stores results electronically.



Work Plan. For each item listed in Section C. - Scope of Services, please describe the approach that would be generally followed in undertaking these tasks.

We will support the City of Waterbury's language requests through our coordination department utilizing various communication options, including:

- Toll free access
- Live Text support
- Live Chat support
- Dedicated Client Email Accounts
- Mylinguistica -proprietary platform
- On-site quality control staff
- Quarterly Business Reviews QBR
- Application Programing Interfaces API's

Essentially, our proprietary platform "mylinguistica" has become the cornerstone of our operation, allowing clients to interact with our entire team as each request is processed; It's elasticity automatically scales our service lines and provides the necessary visibility to create a safety net for all accounts, regardless of volume output. Having a vast amount of experience working in social service settings, we tailored mylinguistica as a platform to meet our clients' credentialing, training and accreditation requirements. We are extremely sensitive to our ability to interact with clients and have developed standards and practices to match the requirements of the strictest credentialing bodies.

Linguistica International has a robust infrastructure that provides all of our clients with an expert group of professional interpreters 24/7/365; each linguist is evaluated and trained prior to activation. Our coordinators are always available to connect and assist clients with interpreters of the requested language.

To Access Over the Phone Services:

1. City of Waterbury authorized staff may dial our toll-free number and press option 1 for a Spanish interpreter, 2 for any other language or 3 for assistance with language identification.
 - a. If the request is for an interpreter of the top 10 languages, the interpreter will be connected immediately and will request the client unique account number. Once account number has been provided interpreter will gather the information requested by the client when the account was set up and proceed to interpret.
 - b. If the request is for another language not on the top 10 the average hold time is 15 seconds or if you wish you may be connected to a language coordinator. The Linguistica coordinator will request the client unique account number. Once account number and required client information has been provided. The coordinator will connect the client with the interpreter. Our wait times are measured daily and we currently serve 911 dispatch centers that require our wait times to be shorter than 30 seconds for all languages.
2. Once the call has ended client has access to view exact duration of each call live from their mylinguistica admin account. Clients can provide a rating for the individual call and can request transcript and recording of call if needed.

Note: Call recording is only available to clients wishing to have this feature available. Clients may at any time turn this feature off.

To Access VRI Services:

1. City of Waterbury authorized staff will be able to sign-in to the mylinguistica platform using their assigned username and password.



2. Once in the system they will be able to access camera settings, select VRI and lastly choose the language necessary.
3. For languages not frequently requested a pre-schedule option is available to link to the interpreter at a specific time and date.
4. Once the call has ended client has access to view exact duration of each VRI call live from their mylinguistica admin account.

c. Services Expected of the City. Identify the nature and scope of the services that would be generally required of the City in undertaking these projects.

City authorized end users contacting Linguistica for services will need to have their account number and provide Linguistica with all required information in order to full fill request.

Cost Schedule

Proposals shall include a Cost per Minute for providing the translation services requested for the listed commonly used languages and then for all other languages, if a different cost. If only one price is submitted it shall be deemed as for all languages. Any and all minimum minutes or hours and costs per call or per month shall be listed. Any and all additional costs for extended time requirements shall be listed for both the time frames involved and their associated costs.

Item No.	Description	Unit Price	
Over-the-Phone Interpretation			
A1.	Over-the-Phone Interpretation (OPI) Services -Spanish	\$0.56	/min.
A2.	Over-the-Phone Interpretation (OPI) Services -All languages	\$0.59	/min.
A3.	Video Remote Interpreting	\$1.50	/min 15 min minimum

*if an interpreting call or VRI appointment is pre-scheduled and does not occur a minimum of 15 min. will be billed.

City Exemption

Linguistica International understand that the City of City of Waterbury is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in prices.

Information Regarding: Failure to Complete Work, Default and Litigation

- a. Have you ever failed to complete any work awarded to you? If so, where and why?
No



b. Have you ever defaulted on a contract? If so, where and why?

No

c. Is there any pending litigation which could affect your organization's ability to perform this agreement? If so, please describe.

No

d. Has your firm ever had a contract terminated for cause within the past five years? If yes, provide details.

No

e. Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.

No

f. During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details.

No

g. Are there any other factors or information that could affect your firm's ability to provide the services being sought about which the City should be aware?

No

Exceptions and Alternatives

Proposers wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. The City may accept proposals which take exception to any requirements in this RFP, or which offer any alternative to a requirement herein, as well as consider such exceptions and alternatives in evaluating responses. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this Request for Proposals.

Not Applicable, Linguistica takes no exceptions to the requirements of the RFP.



Additional Data

Any additional information which the proposer wishes to bring to the attention of the City that is relevant to this RFP.

Language List

Linguistica International offers interpretation services in over 350 languages and dialects. Below please find a partial list of available languages.

For your review we have highlighted the languages most frequently requested in Connecticut.

Spanish is expected to be the most commonly required translation followed by Chinese (Mandarin and Cantonese), Arabic, Albanian, Russian, Farsi, Vietnamese, Swahili, Korean, French, Portuguese, German, and Italian

Acholi(Sudan-Uganda)	Hausa	Neopolitan
Afghan	Hawaii Creole	Nepali
Afrikaans	Hebrew	Nigerian
Akateko	Hindi	Norwegian
Akan	Hmong	Nuer (Sudan)
Albanian	Hokkien	O'Odham
Amharic (Ethiopia)	Hunanese	Oromo (Ethiopia)
Arabic	Hungarian	Pangasinan
Armenian	Ibo	Pashto (Afghanistan)
Ashanti	Icelandic	Persian
Assyrian	Ilocano	Pidgin English
Azerbaijani	Ilonggo	Polish
Bangladeshi Bengali	Indonesian	Portuguese
Bambara	Inupiat	Portuguese Creole
Belorussian	Iraqi Arabic	Punjabi
Bosnian	Italian	Quiche
Brazil-Portuguese	Jamican English Creole (Patois)	Romanian
Bulgarian	Japanese	Russian



Burmese	Jula	Samoan
Cakchiquel	Kachchi	Saudi Arabic
Cambodian	Kanjobal	Sarahuleh/Soninke
Cantonese	Kannada	Serbian
Cape Verdean	Karen	Serbo-Croatian
Catalan	Karenni/Kayah	Shanghainese
Cebuano	Kazakh	Sichuan/Szechuan
Chaldean	Khmer	Sicilian
Chao Chow	Kikuyu	Sindi
Cherokee	Kinya/Rwanda	Sinhalese
Chin (Falam & Hakha)	Kongo	Slovak
Chinese	Kirundi	Slovakian
Chippewa	Korean	Somali
Choctaw	Krahn	Soninke
Chuukese	Krio	Sorani
Crioulo	Kunama	Spanish
Croatian	Kurdish	Sudanese
Czech	Kurmanji	Susu/Soso
Danish	Lakota	Swahili
Dari (Afghanistan)	Lanvhou	Swedish
Dinka (Sudan)	Lao	Sylheti
Dutch	Latvian	Tadzhik
Ebon	Levantine Arabic	Taechew
Edo	Lingala	Tagalog
Egyptian Arabic	Lithuanian	Taiwanese
Eritrean	Luganda	Tamil
Estonian	Luo	Telegu
Ethiopian	Maay Somali	Thai



Ewe	Macedonian	Tibetan
Fanti	Malay	Tigrigna (Eritrea)
Farsi	Malayalam	Toisan
Filipino	Malinke	Toishanese
Fijian	Mam	Tongan
Finnish	Mandarin	Trukese/Chuukese
Flemish	Mandingo	Turkish
Foochow	Mandinka	Twi
French	Marathi	Ukrainian
French Cajun	Marshallese	Urdu
French Canadian	Mien	Uzbek
French Creole	Mirpuri	Vietnamese
Fukienese	Mixteco	Visayan
Fulani	Moldovan	Wenzhounese
Fuzhou	Mongolian	Wolof
Ga	Montenegrin	Yemeni Arabic
Garri	Moroccan Arabic	Yiddish
Georgian	Navajo	Yoruba
German	Ndebele	Yugoslavian
Grebo		Yu'pik
Greek		Zande
Guamanian		
Gujarati		
Haitian Creole		
Hakka		



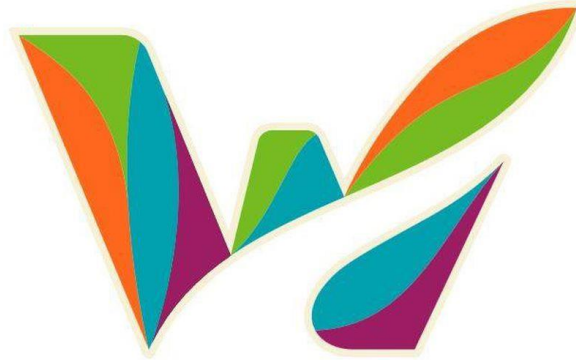
Sample Invoice

SAMPLE INVOICE																																																																											
<div style="display: flex; justify-content: space-between;"> <div> <p>Master Contract No: 50-000-14-00002AB</p> <p>Invoice Date: 8/11/2016</p> <p>LI Invoice Number: 22757</p> <p>Billing Period: 07/01/2016 - 07/31/2015</p> </div> <div> <p>Customer Information:</p> <p>Account ID: 10846 (See below detail report for Multiple accounts)</p> <p>Acct Name: County of Fresno Department of Behavioral Health</p> </div> <div> <p>8819 S Redwood Road, Suite D</p> <p>West Jordan, UT 84088</p> </div> </div>																																																																											
<table border="1" style="width: 100%;"> <tr> <th colspan="4">Invoice Summary Information:</th> <th colspan="2">Credits / Penalties based</th> <th>Total Mins</th> <th>Credits Due \$</th> </tr> <tr> <td>Total amount Credits:</td> <td>\$0.00</td> <td>Total Number of Calls Interpreted:</td> <td>4</td> <td>Spanish >60sec connect time:</td> <td>0</td> <td></td> <td>\$0.00</td> </tr> <tr> <td>Total before Credits:</td> <td>\$11.46</td> <td>Total Number of billable interpretation minutes:</td> <td>20.10</td> <td>Russian >60sec connect time:</td> <td>0</td> <td></td> <td>\$0.00</td> </tr> <tr> <td>Discounts Available</td> <td>N/A</td> <td>Total Number of "No interpreter available" calls:</td> <td>0</td> <td>Somali >60sec connect time:</td> <td>0</td> <td></td> <td>\$0.00</td> </tr> <tr> <td>Total Dollar Amount Due:</td> <td>\$11.46</td> <td>Percentage of calls connected < 30 seconds:</td> <td>99%</td> <td>Vietnamese >60sec conn. time:</td> <td>0</td> <td></td> <td>\$0.00</td> </tr> <tr> <td colspan="2" rowspan="4"> Please make check payable to: Linguistica International Inc. 8819 S Redwood Road, Suite D West Jordan, UT 84088 </td> <td>Total number of calls connected >30 seconds:</td> <td>1</td> <td>Tagalog >60sec connect time:</td> <td>0</td> <td></td> <td>\$0.00</td> </tr> <tr> <td>Total number of dropped calls:</td> <td>0</td> <td>Korean >60sec connect time:</td> <td>0</td> <td></td> <td>\$0.00</td> </tr> <tr> <td colspan="2">Failed Call Penalties</td> <td>Total Calls</td> <td></td> <td>Credits Due \$</td> </tr> <tr> <td colspan="2">Penalty Languages</td> <td>0</td> <td></td> <td>\$0.00</td> </tr> </table>												Invoice Summary Information:				Credits / Penalties based		Total Mins	Credits Due \$	Total amount Credits:	\$0.00	Total Number of Calls Interpreted:	4	Spanish >60sec connect time:	0		\$0.00	Total before Credits:	\$11.46	Total Number of billable interpretation minutes:	20.10	Russian >60sec connect time:	0		\$0.00	Discounts Available	N/A	Total Number of "No interpreter available" calls:	0	Somali >60sec connect time:	0		\$0.00	Total Dollar Amount Due:	\$11.46	Percentage of calls connected < 30 seconds:	99%	Vietnamese >60sec conn. time:	0		\$0.00	Please make check payable to: Linguistica International Inc. 8819 S Redwood Road, Suite D West Jordan, UT 84088		Total number of calls connected >30 seconds:	1	Tagalog >60sec connect time:	0		\$0.00	Total number of dropped calls:	0	Korean >60sec connect time:	0		\$0.00	Failed Call Penalties		Total Calls		Credits Due \$	Penalty Languages		0		\$0.00
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Account ID	Date of Service	Interpreter Connection Time (seconds)	Start Time	Interpreter's Name/ID	Minute(s) of Service Provided	Language Interpreted	Contracted Rate per Minute	Requesting Person	Employee ID	ORG Number	Cost Center Number	TOTAL COST																																																															
10846	7/1/2016	27	4:10:00 PM	Sample Sample	5.0	Spanish	\$0.57	Sample Sample	123456	4545	1234	\$2.85																																																															
10846	7/2/2016	17	5:27:00 PM	Sample Sample	4.0	Spanish	\$0.57	Sample Sample	121212	4545	1234	\$2.28																																																															
10846	7/3/2016	5	11:41:00 AM	Sample Sample	5.1	Arabic	\$0.57	Sample Sample	454545	4545	1234	\$2.91																																																															
10846	7/4/2016	3	3:30:00 PM	Sample Sample	6.0	Korean	\$0.57	Sample Sample	919191	3232	1234	\$3.42																																																															
Total 20.1 \$11.46																																																																											



Linguistica
INTERNATIONAL
SUSTAINABLE LANGUAGE SERVICES

RFP # 7120 City of Waterbury



WATERBURY

REQUEST FOR PROPOSAL # 7120

By the City of Waterbury

Public Schools Phone and/or Video On-Demand Translation Services

Best and Final Offer

Due By: February 3, 2022

Mr. Kevin McCaffery
Director of Purchasing City of Waterbury
235 Grand Street, Room 103 City of Waterbury, CT 06702



www.linguisticainternational.com (866)908-5744
4250 West 5415 South Kearns, Utah Fax (801) 262-4622



Linguistica
INTERNATIONAL
SUSTAINABLE LANGUAGE SERVICES

RFP # 7120 City of Waterbury

Linguistica International
4250 West 5415 south
Kearns, Utah 84118

City of Waterbury
235 Grand Street, Room 103
City of Waterbury, CT 06702

January 31, 2022

Dear Mr. McCaffery and selection committee,

Thank you for this opportunity. Below please find our expanded pricing options and references. In addition, after our discussion, we have included pricing for American Sign Language VRI.

We look forward to continuing to do business with the City of Waterbury and welcome any questions regarding our services. You may reach us at your convenience by calling our main number (801) 618-1454.

Sincerely,


Sabrina Morales, CEO
Linguistica International

Legally authorized to bind Linguistica International to the terms and conditions contained in this RFP and to comply with the information and representations submitted in the proposal.



www.linguisticainternational.com (866)908-5744
4250 West 5415 South Kearns, Utah Fax (801) 262-4622



References

Lingüística International currently provides services to over 5,000 clients nationwide. For the purpose of responding to this question please find below three sample clients that currently utilize our services in your area.

Lisa Hersey, LMSW
Waterbury Youth Services
lhersey@waterburyyouthservices.org
(203) 597-1031 x300
Program Director
Short Term Family Integrated Treatment Program
83 Prospect Street
Waterbury, CT 06702
Phone: 203-597-1031 Ext. 300
Fax: 203-597-1248
www.waterburyyouthservices.org

Ana Sousa-Martins
Bridgeport Public Schools CT
amartins@bridgeportedu.net
203-275-1337
OTP, document translations onsite / VRI

Evelyn Pintado
Southwest Connecticut Mental Health System
97 Middle Street Bridgeport CT 06604
203-579-7327
evelyn.pintado@ct.gov



Cost Schedule

Cost Proposal – Best and Final Offer

Original Pricing

Item No.	Description	Unit Price	
Over-the-Phone Interpretation			
A1.	Over-the-Phone Interpretation (OPI) Services -Spanish	\$0.56	/min.
A2.	Over-the-Phone Interpretation (OPI) Services -All languages	\$0.59	/min.
A3.	Video Remote Interpreting	\$1.50	/min 15 min minimum

*if an interpreting call or VRI appointment is pre-scheduled and does not occur a minimum of 15 min. will be billed.

Best and Final Offer Pricing

Over the Phone Interpreting Services - Volume discount pricing structure

Service	Volume per month (in minutes)	Rate
Over the Phone Interpreting (Spanish)	0 to 15,000 minutes per month	\$ 0.56 per minute
Over the Phone Interpreting (Other Languages)	total volume	\$ 0.59 per minute
Over the Phone Interpreting (Spanish)	15,001 to 30,000 minutes per month combined volume	\$ 0.50 per minute
Over the Phone Interpreting (Other Languages)		\$ 0.55 per minute
Over the Phone Interpreting (Spanish)	30,001 and up minutes per month combined volume	\$ 0.49 per minute
Over the Phone Interpreting (Other Languages)		\$ 0.53 per minute

VRI Services - Volume discount pricing structure

Service	Volume per month (in minutes)	Rate
Over the Phone Interpreting (Spanish)	0 to 15,000 minutes per month	\$ 1.50 per minute
Over the Phone Interpreting (Other Spoken Languages)	total volume	\$ 1.50 per minute
Over the Phone Interpreting (Spanish)	15,001 to 30,000 minutes per month combined volume	\$ 1.30 per minute
Over the Phone Interpreting (Other Spoken Languages)		\$ 1.40 per minute
Over the Phone Interpreting (Spanish)	30,001 and up minutes per month combined volume	\$ 1.20 per minute
Over the Phone Interpreting (Other Spoken Languages)		\$ 1.30 per minute

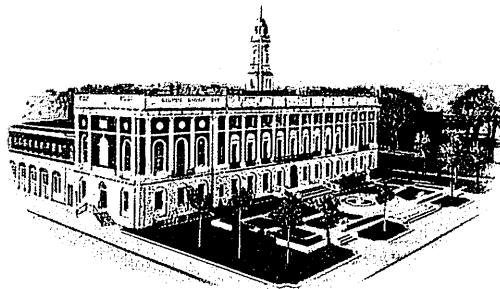


VRI Services (ASL)

Item No.	Description	Unit Price	
Over-the-Phone Interpretation			
A1.	Video Remote Interpreting American Sign Language	\$150.00	/hour (2 hour minimum)

*if an interpreting call or VRI appointment is pre-scheduled and does not occur a minimum of 15 min. will be billed.

KEVIN McCaffery
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

February 7, 2022

Sabrina Morales
Linguistica International
4250 West 5415 South
Kearns, UT 84118

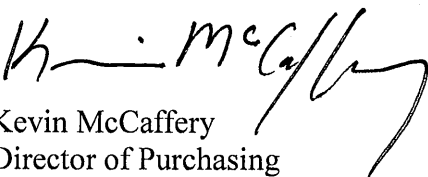
RFP# 7120
Project: Phone and/or Video On-Demand Translation Services

Dear Ms. Morales,

On behalf of the City of Waterbury I want to inform you that your firm has been selected for the above-mentioned City project. In order to contract with the City of Waterbury a written contract must be approved by the Corporation Counsel and all required City Boards.

You will be contacted in the immediate future by a member of our Legal Department.

Sincerely,


Kevin McCaffery
Director of Purchasing



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/29/2022

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 Diego Ciulupa(7625344) 5500 S Redwood Rd Ste 203 Salt Lake City UT 84123-5368	CONTACT NAME: Diego Ciulupa PHONE (A/C, NO, EXT): 801-263-1922 FAX (A/C, NO): 801-807-0999 E-MAIL ADDRESS: dciulupa@farmersagent.com														
INSURED LINGUISTICA INTERNATIONAL INC 4250 WEST 5415 SOUTH KEARNS UT 84118	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Truck Insurance Exchange</td><td>21709</td></tr><tr><td>INSURER B: Farmers Insurance Exchange</td><td>21652</td></tr><tr><td>INSURER C: Mid Century Insurance Company</td><td>21687</td></tr><tr><td>INSURER D: United States Liability Insurance Company</td><td>25895</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Truck Insurance Exchange	21709	INSURER B: Farmers Insurance Exchange	21652	INSURER C: Mid Century Insurance Company	21687	INSURER D: United States Liability Insurance Company	25895	INSURER E:		INSURER F:	
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INSURER D: United States Liability Insurance Company	25895														
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 NAME 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.

INSR LTR	TYPE OF INSURANCE	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <div>CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR</div>	Y	Y	605432006	01/15/2022	01/15/2023	EACH OCCURRENCE \$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea Occurrence) \$ 75,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 4,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <div>OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY</div>	Y	Y	605432006	01/15/2022	01/15/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	B06108625	02/10/2022	02/10/2023	PER STATUTE OTHER \$
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	PROFESSIONAL LIABILITY	Y	Y	SP1552504C	03/22/2022	03/22/2023	OCCURRENCE 1,000,000 AGGREGATE 3,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City Of Waterbury and Waterbury Board Of Education 235 Grand Street Waterbury CT 06702	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 Diego Ciulupa 5500 S Redwood Rd #203 Taylorsville, UT 84123
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THE CITY OF WATERBURY
MEMORANDUM

From: Delinquent Tax Office

Date: 3/30/2022

To: Jerry Gay- Contracts Manager
Department of Education

Subject: Tax Clearance

As of this date, the records in the Tax Collector's Office indicate that the following **is not delinquent**.

Linguistica International, Inc.
4250 5415 W St.
Kearns, UT 84118

If you have any questions regarding this issue, do not hesitate to call our office at (203) 574-6815.

Very truly yours,



NJO/wmf

Nancy J. Olson, CCMC
Deputy Revenue Collections Manager
City of Waterbury



Holly Maxson
Supervisor of Fine Arts
(203) 346-6671
hmaxson@waterbury.k12.ct.us

Memorandum

To: Board of Aldermen

From: Holly Maxson, Supervisor of Fine Arts

Date: March 29, 2022

Re: Board of Aldermen Approval Request/Executive Summary- Contract for Musicplayonline.com subscriptions for music teachers teaching grades PreK-8.

The Fine Arts Department respectfully requests your approval of the above-referenced contract in the amount of \$26, 241.25, for musicplayonline subscriptions, between the City of Waterbury and Themes & Variations Inc.

This contract is scheduled to be approved by the Board of Education on April 26, 2022.

This contract was initiated under the request for proposal process. Themes & Variations Inc. is considered a sole source organization.

Under this contract, the contractor will provide subscriptions for the use of the online musical resource musicplayonline.com to teachers servicing grades Pre K-8 in music education.

The contract will commence on August 1, 2022 and terminate on July 30, 2029. The funding source for this contract is Esser 3 ARP.

Accordingly, attached for your review and consideration is a copy of the proposed contract.

Please note further that an electronic version and one complete set ("record copy") of Documents including Contract, Proposals, has been placed on file with our Contracts Manager.

Lastly, please be advised that the department will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter.

Thank you.

Holly Maxson

PROFESSIONAL SERVICES AGREEMENT
For
Themes and Variations MusicplayOnline.com Subscription
between
The City of Waterbury, Connecticut
and
Themes and Variations, Inc.

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and Themes and Variations, Inc., a company located at #3-4664 Riverside Drive, Red Deer, Alberta (the "Contractor").

WHEREAS, the City's purchases under the Agreement will be funded by monies received by the City pursuant to the funding provisions of the Elementary and Secondary School Emergency Relief Fund funded under the Federal Coronavirus Response and Relief Supplemental Appropriations Act 2021, signed into law December 27, 2020 (ESSER II Fund) or pursuant to the American Rescue Plan Act Elementary and Secondary School Emergency Relief Fund (ARP ESSER or ESSER III) signed into law March 11, 2021; and

WHEREAS, the Contractor submitted a proposal to the City to provide a subscription to Contractor's MusicplayOnline.com online teaching and learning resource to the City of Waterbury Public School District, including related resources, support, and technical assistance; and

WHEREAS, the City selected the Contractor to provide such services; and

WHEREAS, the City desires to obtain the Contractor's services pursuant to the terms, conditions and provisions set forth in this agreement (the "Project").

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. The Contractor shall furnish all of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. The Contractor shall make such revisions or modifications to its work, at its own cost and expense, as the City may require in order to be deemed complete.

- 1.1. The Project consists of and the Contractor shall provide a subscription to Contractor's MusicplayOnline.com online teaching and learning resource to the City of Waterbury Public School District, including related resources, support, and technical assistance

as further detailed and described in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- 1.1.1 Sole Source Procurement documents (attached hereto)
- 1.1.2 Certificates of Insurance, incorporated by reference (attached hereto)
- 1.1.3 All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference
- 1.1.4 All Required Licenses
- 1.1.5 Required Contract Provisions ARPA Funded Projects

1.2. The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the Contractor. In the event that any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically:

- 1.2.1 This Contract document.
- 1.2.2 Sole Source Procurement documents
- 1.2.3 All applicable Federal, State and local statutes, regulations charter and ordinances, and applicable provisions and requirements of Funding Grants as set forth herein

2. **Contractor Representations Regarding Qualification and Accreditation.** The Contractor represents that, to the extent required by law, its employees are licensed to perform the scope of work set forth in this Contract. The Contractor further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the City relies upon these.

2.1. **Representations regarding Personnel.** The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by the Contractor under its supervision and all personnel engaged in the work shall be fully qualified and, if applicable, shall be authorized or permitted under state or local law to perform such services.

2.2. **Representations regarding Qualifications.** The Contractor hereby represents

that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that the Contractor and/or its employees be licensed, certified, registered, or otherwise qualified, the Contractor and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Contractor shall provide to the City a copy of the Contractor's licenses, certifications, registrations, etc.

3. Responsibilities of the Contractor. All data, information, etc. given by the City to the Contractor and/or created by the Contractor shall be treated by the Contractor as proprietary to the City and confidential unless the City agrees in writing to the contrary and shall be used solely for the purposes of providing services under this Contract. The Contractor agrees to forever hold in confidence all files, records, documents and other information which may come into the Contractor's possession during the term of this Contract, except where a disclosure is expressly stated as a requirement of this Contract. Notwithstanding the foregoing, where a Contractor disclosure is required to comply with statute, regulation, or court order, the Contractor shall provide prior advance written notice to the City of the need for such disclosure. The Contractor agrees to properly implement the services required in the manner herein provided.

3.1. Use of City Property. To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall have access to such areas of City property as the City and the Contractor agree are necessary for the performance of the Contractor's services under this Contract (the "Site" or the "Premises") and at such times as the City and the Contractor may mutually agree. Contractor shall perform all work in full compliance with Local, State and Federal health and safety regulations. All work hereunder shall be performed in a safe manner. Contractor shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Contractor, City may, but shall not be required to, correct same at Contractor's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

3.2. Working Hours. To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall coordinate its schedule so that work on the Premises is performed during those hours the City sets forth in a written notice to the Contractor, unless written permission is obtained from the City to work during other times. This condition shall not excuse Contractor from timely performance under the Contract. The work schedule must be agreed upon by the City and the Contractor.

3.3. Cleaning Up. To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall at all times keep the Premises free from accumulation of waste materials or rubbish caused by Contractor, its employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the Premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Contractor.

3.4. Publicity. Contractor agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name, trademark, trade name or logo in connection with any publicity, unless the City gives prior written consent to such use of the City's name and has approved the content of its use, both oral and written, in each instance. Notwithstanding the foregoing or anything to the contrary contained herein, the City is and shall remain the sole and exclusive owner of all trademarks, trade names and logo. Under no circumstances shall the Contractor acquire any ownership interests whatsoever in the City's trademarks, trade names or logo.

3.5. Standard of Performance. All workmanship, services, materials or equipment, either at the Premises or intended for it, shall conform in all respects with the requirements of all this Contract, and shall be the best obtainable from the crafts and trades. In all cases, the services, materials, equipment, reports, plans, specifications, deliverables, workmanship, etc. shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the purpose for which they are intended. The standard of care and skill for all services performed by the Contractor shall be that ~~standard~~ of care and skill ordinarily used by other members of the Contractor's profession practicing under the same or similar conditions at the same time and in the same locality. The Contractor's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

3.6. Contractor's Employees. The Contractor shall at all times enforce strict discipline and good order among its employees, and shall not employ any unfit person or anyone not skilled in the work assigned.

3.7. Due Diligence Obligation. The Contractor acknowledges its responsibilities to examine and to be thoroughly familiar with the City's proposal document, including, but not limited to the specifications, and any addenda thereto. The Contractor hereby warrants and represents that prior to the submission of its proposal during the proposal process it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services or functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services or functions are included in this Contract and thereby warrants that:

3.7.1 it conducted or had opportunity to conduct all Due Diligence prior to the submission of its proposal and, accordingly, any additional costs, services or products resulting from the failure of the Contractor to complete Due Diligence prior to submission of its proposal shall be borne by the Contractor. Furthermore the Contractor had the opportunity during the proposal process to ask questions it saw fit and to review the responses from the City;

3.7.2 its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;

3.7.3 it is solely responsible for resolving any issues resulting from the failure to conduct Due Diligence and shall assume any costs that may result during the

implementation of the Project, including, but not limited to, adherence to specifications and pricing for the Project.

3.7.4 it was responsible for specifying any changes and disclosing any new costs prior to the submittal of its proposal. Thus, in the event any changes or costs are disclosed by the Contractor, or otherwise required, during the performance of its services, the sole responsibility for any modification, delay and cost of such changes shall reside with the Contractor.

3.7.5 has familiarized itself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and Local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work;

3.7.6 has given the City written notice of any conflict, error or discrepancy that the Contractor has discovered in the Proposal Documents; and

3.7.7 agrees that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

3.8. Reporting Requirement. The Contractor shall deliver periodic, written reports as requested by the City's Using Agency setting forth (i) the issue date of the report, (ii) the time period covered by the report, (iii) a brief description of the work and services completed by the Contractor and/or delivered by the Contractor during the time period covered by the report, (iii) the Contractor's declaration as to whether the entirety of the Contractor's work and services required in this Contract will be, or will not be, completed within the Contract's Section 6 total compensation amount, and (iv) any and all additional useful and/or relevant information. Each report shall be signed by a Corporate Officer:

NOTE: the Contractor's failure to deliver any report required herein shall be deemed a material breach of this Contract, the City hereby reserving the right to exercise all available legal remedy(ies) to address said breach.

4. Responsibilities of the City. Upon the City's receipt of Contractor's written request, the City will provide the Contractor with all documents, data and other materials the City agrees are necessary and appropriate to the service to be performed by the Contractor hereunder and the City will endeavor to secure, where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by the Contractor for the purpose of carrying out the services under this Contract.

5. Contract Time. This Contract shall be in full force and effect upon execution of this document by the Mayor of the City of Waterbury. Upon becoming effective, the City's subscription to Contractor's service shall begin and said subscription shall remain in effect for seven (7) years, commencing upon execution of this Agreement by the Mayor of the City of Waterbury.

6. Compensation. The City shall compensate the Contractor for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6.

Compensation for the Contractor's services shall not exceed Twenty-Six Thousand Two Hundred Forty-One Dollars and Twenty-Five Cents (\$26,241.25). This one-time fee is payable in full at Contract inception, notwithstanding any contrary provision herein.

6.1. Limitation of Payment. Compensation payable to the Contractor is limited to those fees set forth in Section 6 above. Such compensation shall be paid by the City upon review and approval of the Contractor's invoices for payment. Contractor's invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

6.1.1 The Contractor and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to the Contractor in an amount equaling the sum or sums of money the Contractor and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding the Contractor's and/or its affiliate's real and personal tax obligations to the City.

6.3. Review of Work. The Contractor shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. The Contractor shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Contractor's demand for payment. The City shall not certify fees for payment to the Contractor until the City has determined that the Contractor has completed the work in accordance with the requirements of this Contract.

6.4. Proposal Costs. All costs of the Contractor in preparing its proposal shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other Contract.

6.5. Payment for Services, Materials, Employees. The Contractor shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. furnished to the City under this Contract. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc., going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final payment is made, the Contractor shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

7. Passing of Title and Risk of Loss. Title to each item of equipment, material, reports, plans, specifications, supplies, services, etc. required to be delivered to the City hereunder shall pass to City upon City payment to the Contractor for that item. Contractor and its insurer shall assume the risk of

loss or damage up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's negligence.

8. Indemnification.

8.1. The Contractor shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including reasonable attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses (i) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, (ii) are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Contractor, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable; (iii) enforcement action or any claim for breach of the Contractor duties hereunder or (iv) claim for intangible loss(es) including but not limited to business losses, lost profits or revenue

8.2. In any and all claims against the City or any of its boards, agents, employees or officers by the Contractor or any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 8.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

8.3. The Contractor understands and agrees that any insurance required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this Contract.

8.4. The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, agents, employees or officers as provided herein.

8.5. Royalties and Patents. The Contractor shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Contractor's own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, the Contractor shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by the Contractor and as to any award made thereunder.

8.6. In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Contractor shall indemnify, defend and

hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Contractor, or its subcontractor, omission or commission..

9. Contractor's Insurance.

9.1. The Contractor shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by the Contractor and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

9.2. At no additional cost to the City, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the Contractor's obligation under this Contract, whether such obligations are the Contractor's or subcontractor or person or entity directly or indirectly employed by said Contractor or subcontractor, or by any person or entity for whose acts said Contractor or subcontractor may be liable.

9.3. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

9.4. The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Contractor:

**9.4.1 General Liability Insurance: \$1,000,000.00 per occurrence,
\$2,000,000.00 aggregate and \$2,000,000.00 Products and completed operations
aggregate**

Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

**9.4.2 Professional Liability Insurance: \$3,000,000.00 each claim.
\$3,000,000.00 aggregate limit**

Professional liability (also known as, errors and omissions) insurance providing coverage to the Contractor.

If any policy is written on a "Claims Made" basis, the Policy must be continually renewed for a minimum of two (2) years from the date of this contract. If the policy is replaced and/or the retroactive date changes, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

9.4.3 Workers' Compensation: Statutory Limits within the State of Connecticut: Employers' Liability:

EL Each Accident **\$1,000,000.00**

EL Disease Each Employee **\$1,000,000.00**

EL Disease Policy Limit **\$1,000,000.00**

Consultant shall comply with all State or Connecticut statutes as it relates to Workers' Compensation.

9.5. Failure to Maintain Insurance: In the event the Contractor fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset the Contractor's invoices for the cost of said insurance.

9.6. Cancellation: The City of Waterbury shall receive written notice of cancellation from the Contractor at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

9.7. Certificates of Insurance: The Contractor's General Liability shall be endorsed to add the City and its Board of Educations an additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the Contractor executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and the Waterbury Board of Education are listed as additional insured on all lines of coverage except Workers Compensation and Professional Liability and include a waiver of subrogation on all lines of coverage except Professional Liability as their interests may appear"**. The City's request for proposal number must be shown on the certificate of insurance. The Contractor must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

9.8. No later than thirty (30) calendar days after Contractor receipt, the Contractor shall deliver to the City a copy of the Contractor's insurance policies, endorsements and riders.

10. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Contractor of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: *EQUAL EMPLOYMENT OPPORTUNITY ACT*; *COPELAND ANTI-KICKBACK ACT*, as supplemented in the Department of Labor Regulations (29 CFR Part 3); *DAVIS-BACON ACT* as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974*, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

10.1. Permits, Laws, and Regulations. Permits and licenses necessary for the delivery and completion of the Contractor's work and services shall be secured in advance and paid by the Contractor. The Consultant shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work and services as specified.

10.2. Taxes-Federal, State and Local. The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon the Contractor for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Contractor remains liable, however, for any applicable tax obligations it incurs. Moreover, the Contractor represents that the proposal and pricing contained in this Contract do not include the amount payable for said taxes.

10.3. Labor and Wages. The Contractor and its subcontractors shall conform to the labor laws of the State of Connecticut, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.

10.3.1 The Contractor is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn. Gen. Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's

wages the amount of payment or contribution for such person's classification on each pay day.

10.3.2 The Contractor is aware of and shall comply with the provisions of both the Federal Davis-Bacon Act, the Federal American Recovery and Reinvestment Act of 2009, the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 and the American Rescue Plan Act as those may apply. The specified Acts and the provisions of all Acts from which funding for this Agreement is derived are hereby incorporated by reference and made part of this Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act (ARRA) provides that Federal wage rates apply to all ARRA funded contracts regardless of the contract's dollar value. The Coronavirus Response and Relief Act of 2021 governing ESSER II funding and the American Rescue Plan Act governing ARPA ESSER funding also provide that Federal wage rate laws apply to contracts funded under those legislative enactments.

This Agreement is subject to 2 C.F.R. Part 180, OMB Guidelines to Agencies on Government Debarment and Suspension and the U.S. Treasury Department is implementing regulations set forth at 31 C.F.R. Part 19 Government Debarment and Suspension.

11. Discriminatory Practices. In performing this Contract, the Contractor shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

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

11.2. Equal Opportunity. In its execution of the performance of this Contract, the Contractor shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, national origin or citizenship status, age or handicap. The Contractor agrees to comply with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

12. **Intentional left blank.**

13. **Termination.**

13.1. Termination of Contract for Cause. If, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor 14 calendar days prior to the termination date and specifying the effective date thereof, of such termination.

13.1.1 In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc., which shall not include third party license, prepared by the Contractor under this Contract shall, at the option of the City, become the City's property, and the Contractor shall receive just and equitable compensation for any satisfactory work completed for such.

13.1.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

13.2. Termination for Convenience of the City. The City may terminate this Contract at any time upon not less than thirty (30) calendar days prior written notice for the convenience of the City, by a notice in writing from the City to the Contractor. If this Contract is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made.

13.3. Termination for Non-Appropriation or Lack of Funding. The Contractor acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Contractor therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law. Notwithstanding the foregoing, - the City shall not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City,, in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

13.3.1 Effects of Non-Appropriation. If funds to enable the City to effect continued payment under this Contract are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Contract without penalty at the end of the last period for which funds have been appropriated, authorized or

otherwise made available by law by giving written notice of termination to the Contractor.

13.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay the Contractor for the agreed to level of the products, services and functions to be provided by the Contractor under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon fourteen (14) calendar days written notice to the Contractor, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

13.3.3 No Payment for Lost Profits. In no event shall the City be obligated to pay or otherwise compensate the Contractor for any lost or expected future profits. Notwithstanding the foregoing, - the City not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

13.4. Rights Upon Cancellation or Termination.

13.4.1 Termination for Cause. In the event the City terminates this Contract for cause, the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the documents, data, studies, reports, specifications, deliverables, etc., this shall not include the use of third party licenses, provide to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, the Contractor shall transfer all licenses to the City which the Contractor is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Contractor for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. The Contractor shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this agreement in whole or in part.

13.4.2 Termination for Lack of Funding or Convenience. In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay the Contractor for all documents, data, studies, reports, specifications, deliverables, etc. this shall not include the use of third party licenses, (including any holdbacks), installed and delivered to the City as of the Termination Date and the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Contractor shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and the Contractor may negotiate a mutually acceptable payment to the Contractor for reasonable

demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to Changes in the Work.

13.4.3 Termination by the Contractor. The Contractor may, by written notice to the City, terminate this Contract if the City materially breaches, provided that the Contractor shall give the City thirty (30) calendar days prior written notice and an opportunity to cure by the end of said thirty (30) day period. In the event of such termination, the Contractor will be compensated by the City for work performed prior to such termination date and the Contractor shall deliver to the City all deliverables as otherwise set forth in this Contract.

13.4.4 Assumption of Subcontracts. In the event of termination of this Contract, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract, and may further pursue completion of the work under this Contract by replacement contract or otherwise as the City may in its sole judgment deem expedient.

13.4.5 Delivery of Documents. In the event of termination of this Contract, (i) the Contractor shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and (ii) the City shall pay the Contractor for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

14. Ownership of Instruments of Professional Services. The City acknowledges the Contractor's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services. Notwithstanding the foregoing or anything to the contrary contained herein, Contractor is and shall remain the sole and exclusive owner of all trademarks, trade secrets, trade names, service marks, copyrights or other intellectual property rights related to the services rendered pursuant to this Agreement ("Contractor IP"). Under no circumstances shall the City acquire any ownership interests whatsoever in any Contractor IP apart from such Instruments of Professional Services. The City acknowledges that the Contractor IP is proprietary material and information of Contractor.

15. Force Majeure. Neither the Contractor nor the City shall be held responsible for delays or be considered to be in breach of this Contract or be subject to liquidated damages when their respective obligations under this Contract are caused by conditions beyond their control, including without limitation:

15.1. Acts of God, fire, explosion, epidemic, pandemic (or similar viral outbreak) cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies.

15.2. Change of law and order, proclamation, regulation, ordinance, or governmental requirement.

Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet the their obligations under this Agreement / to meet their schedule set forth in.

16. Subcontracting. The Contractor shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Contractor's services which approval shall not be unreasonably withheld,. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Contractor and shall name the City as an additional insured party and said subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all Federal, State and Local, laws, regulations and ordinances but such requirement shall not relieve the Contractor from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.

16.1. The Contractor shall be as fully responsible to the City for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

17. Assignability. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

18. Audit. The City reserves the right to audit the Contractor's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract as may be required by the Funding Sources, including the State of Connecticut U.S. Treasury Department Federal Single Audit Act, Connecticut General Statutes, City of Waterbury Ordinances or in the event of a dispute. In the event the City elects to make such an audit, the Contractor shall promptly make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

19. Risk of Damage and Loss. The Contractor shall be solely responsible for causing the timely repair to and/or replacement of, City property or item(s) intended to become City property hereunder, where the need for repair or replacement was caused by the Contractor, by someone under the care and/or control of the Contractor, by any subcontractor of the Contractor, or by any shipper or delivery service. The Contractor shall be solely responsible for all costs and expenses, including but not limited to shipping, delivery, insurance, etc. associated with the foregoing repair and replacement obligation. Further, the Contractor shall be solely responsible for securing the City's written acceptance of all completed repairs and replacements required hereunder. The City hereby retains sole discretion to determine whether a repair or a replacement is the proper remedy.

20. Interest of Contractor. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

21. Entire Agreement. This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Contractor.

22. Independent Contractor Relationship. The relationship between the City and the Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor shall be deemed to be an employee, agent or servant of the City. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract. It is the express intention of the parties hereto, and the Contractor hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Contractor hereunder is/are not and shall not be deemed an employee of the City of Waterbury, but is/are and shall remain an independent: contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City of Waterbury and the Contractor or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Contractor hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that the Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

23. Severability. Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

24. Survival. Any provisions of this Contract that impose continuing obligations on the parties shall survive the expiration or termination of this Contract for any reason.

25. Contract Change Orders.

25.1. At the sole discretion of the City, a Change Order may be issued solely by the City to modify an existing party obligation set forth in this Contract where the scope of the Change Order is:

25.1.1 within the scope of the original Contract OR is made pursuant to a provision in the original Contract, AND

25.1.2 the Change Order monetary cost is charged solely against those funds encumbered for and at the time the Contract was originally executed by the City, that is those funds set forth in the original Contract as a not to exceed payment amount OR within the original Contract's contingency / allowance / reserve amount (if any is stated therein), AND

25.1.3 the Final Completion Date has not been changed.

25.2. Notwithstanding the foregoing subsection A, a Change Order shall not include:

25.2.1 an upward adjustment to a Contractor's payment claim, or

25.2.2 a payment increase under any escalation clause set forth in the original contract, or any Change Order, or any amendment.

25.3. That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed, and if agreed to, approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both the Contractor, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Contractor's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract. Any contract change NOT fully complying with this Section 25 shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

26. **Conflicts or Disputes.** This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are (i) the City's aforementioned **Sole Source Procurement documents** and (ii) the Consultant's proposal responding to the aforementioned **Sole Source Procurement documents**.

26.1. **Procedure.** This procedure supersedes all statements to the contrary occurring either in proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

26.2. **Presumption.** This Contract or any section thereof shall not be construed against any party due to the fact that the Contract or any section thereof was drafted by such party.

27. **Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance.** The Contractor agrees that it waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. Notwithstanding any such claim, dispute or legal action, the Contractor shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

28. **Binding Agreement.** The City and the Contractor each bind themselves, and their successors, assigns and legal representatives to the other party to this Contract and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.

29. Waiver. Any waiver of the terms and conditions of this Contract by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Contract.

30. Governing Laws. This Contract, its terms and conditions and any claims arising there from shall be governed by the laws of the State of Connecticut.

31. Notice. Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's using Agency or the Contractor, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Contractor: Themes and Variations, Inc.
#3-4664 Riverside Drive
Red Deer, Alberta T4N-6Y5

City: City of Waterbury
Department of Education
c/o Chief Operating Officer
235 Grand Street, 1st Floor
Waterbury, CT 06702

32. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.

The Person (the term "Person" shall herein be as defined in Section 3g of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

32.1. It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

32.2. It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or

application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

32.3. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Consultant or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

32.4. The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.

32.5. Upon a showing that a subcontractor made a kickback to the City, a prime Contractor or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

32.6. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 32.6., the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 32.6. shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

32.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has (i) delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; (ii) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (iii) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and (iv) filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

32.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 32.1-32.7.

32.9. The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

32.10. The Contractor hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site:

<http://www.waterburyct.org/content/458/539/default.aspx> [click link titled "The City of Waterbury Code of Ordinances Passed 8/24/2009". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST".

32.11. The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects" and the State of Connecticut Legislature's Special Act No. 01-1.

32.12. Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

32.13. INTEREST OF CITY OFFICIALS. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.

32.14. PROHIBITION AGAINST CONTINGENCY FEES. The Contractor hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

32.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the Contractor set forth in Section 6 herein is greater than

\$2,500,000.00, the City is entitled to receive a copy of any and all Contractor records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

(signature page follows)

IN WITNESS WHEREOF, the parties hereto execute this Contract on the dates signed below

WITNESSES:

CITY OF WATERBURY

Sign: _____

Print name: _____

By: _____

Neil M. O'Leary, Mayor

Sign: _____

Print name: _____

Date: _____

WITNESSES:

THEMES AND VARIATIONS, INC.

Sign: L. Holloway

Print name: Leanne Holloway

By: D Gagné

Its: owner

Sign: [Signature]

Print name: MORGAN M'KEE

Date: March 17/2022

ATTACHMENT A

1. Sole Source Procurement documents (attached hereto)
2. Certificates of Insurance, incorporated by reference (attached hereto)
3. All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference
4. All Required Licenses (see attached Document)
5. See **REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS** attached

REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS

dated June 2021

Contractor shall comply with all applicable Federal statutes, regulations, executive orders, the American Rescue Plan Act, and any interpretive guidance by other parties in any agreements it enters into with other parties relating to these funds. Compliance requirements specifically include Sections 602 (b) and 603 (b) of the Social Security Act as added by Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021).

In addition:

1. Contractor shall comply with regulations adopted by the Treasury pursuant to section 602(f) of the Social Security Act, and guidance issued by the Treasury regarding the foregoing and shall comply with all other applicable federal statutes, regulations, and executive orders.

Federal regulations applicable to this contract include, without limitation, the following:

- 1.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2, C.F.R. Part 200
- 1.2 Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- 1.3 Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- 1.4 OMB Guidelines on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement too include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F. R. Part 180 and treasury's implementing regulation at 31 C.F.R. Part 19.
- 1.5 Recipient Integrity and Performance matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- 1.6 Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- 1.7 New Restrictions on Lobbying, 31 C.F.R. Part 21.
- 1.8 Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§4601-4655) and implementing regulations.
- 1.9 Generally applicable federal environmental laws and regulations.
- 1.10 Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibits discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.
- 1.11 The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status or disability.
- 1.12 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
- 1.13 The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance.

- 1.14 Title II of the American with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereof.
- 1.15 The contractor, its subcontractors and assigns, shall comply with following assurances:
- 1.15.1 Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or natural origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
- 1.15.2 Contractor acknowledges that Executive Order 13166, "Improving Access to Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with the department of Treasury's directives, to ensure that FEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Contractor's programs, services, and activities.
- 1.15.3 Contractor agrees to consider the need for language services for LEP persons when Contractor develops applicable budgets and conducts programs, services and activities. As a resource the Department of Treasury has published its LEP guidance at 70 CFR 6067. For more information on taking reasonable steps to provide meaningful access to LEP persons, please visit <http://www.lep.gov>.
- 1.15.4 Contractor acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor's successors, transferees, and assigns for the period in which such assistance is provided.
- 1.16 The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000 et seq., as implemented by the Department of Treasury's

Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

- 1.17 Seat Belt Use. Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- 1.18 Reducing Text Messaging When Driving. Contractor is encouraged to adopt and enforce policies that ban text messaging while driving.
- 1.19 If Contractor produces any publication with funds from an ARPA funded project, Contractor will include in the publication the following language: "This project is supported, in whole or in part, by federal award number _____ awarded to the City of Waterbury, by the U.S. Department of Treasury.
- 1.20 The Contractor shall protect all Whistleblowers as follows:
 - a) Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
 - b) In accordance with 41 U.S.G. §4712, Contractor may not discharge, demote or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, and abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
 - c) The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of the City of Waterbury, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2022)
Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City



(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202~~2~~³)
Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City



(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

CITY OF WATERBURY

ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2022)

Persons or Entities Conducting Business with the City

II. Financial Interest Disclosure

(Public Officials, Employees or Board and Commission Members with interest in
Person or Entity Conducting Business with the City)

**No Officials, Employees or Board and Commission Members with
Financial Interest**



(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §39.061 of the Code of Ordinances.

2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 39 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 39.101 of said Code.

3. I understand that I must file with the City Clerk, within fifteen (15) days following any reportable occurrence, any amendments to the Annual Statement.

I have read and agree to the above certification.

THEMES & VARIATIONS INC.
(Name of Company, if applicable)

D Gagné
Signature of Individual (or Authorized Signatory)

March 17, 2022
Date

Denise Gagné, President
Print or Type Name and Title (if applicable)

DELIVERED

| By Mail



Hand-Delivered



**City of Waterbury Certification
Regarding
Debarment, Suspension, Ineligibility and Exclusion**

If the transaction is Federally funded, in whole or in part (including pass through grants to state and/or municipal government), this certification is required by the regulations implementing one or more Presidential Executive Orders. If this transaction is funded by the State of Connecticut, in whole or in part, this certification is required in accordance with one or more State of Connecticut general statutes.

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal, State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.

5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.

7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to

other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

- (1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.
- (2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

Full Legal Name and address of Recipient, Vendor, or Contractor:

THEMES AND VARIATIONS INC.
#3-4664 REVERSIDE DR.
Red Deer, AB T4N 6Y5 CANADA

Print Name and Title of Authorized Representative:

DENESE GAGNE - PRESIDENT

Signature of Authorized Representative:

D Gagne
Date: March 17/22

CORPORATE RESOLUTION

I, Leanne Holloway, hereby certify that I am the duly elected and acting Secretary of THEMES AND VARIATIONS INC., a corporation organized and existing under the laws of the State of ALBERTA,
Province
do hereby certify that the following facts are true and were taken from the records of said corporation.

The following resolution was adopted at a meeting of the corporation duly held on the 17 day of MARCH, 2022.

"It is hereby resolved that DENISE GAGNÉ is authorized to make, execute and approve, on behalf of this corporation, any and all contracts or amendments thereof".

And I do further certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said THEMES AND VARIATIONS corporation this 17 day of MARCH, 2022.

L. Holloway
Secretary

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

- (a) "Contract" means any Public Contract as defined below.
- (b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.
- (c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.
- (d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

Province of Alberta
State of _____

County of Red Deer

Denise Gagne
sworn, deposes and says that:

SS.: Brian S. MacNairn

BRIAN S. MACNAIRN
Barrister & Solicitor
Notary Public Commissioner for Oaths
in and for Alberta being first duly
My Appointment does not expire

1. I am the **owner, partner, officer, representative, agent or** _____
of _____ (Contractor's Name), the
Contractor that has submitted the attached agreement.

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

_____ The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

☒ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

☒ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury

CITY OF WATERBURY

DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

☒ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1				
2				
3				
4				

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1				
2				
3				
4				

(b) The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized) :

Organization Name	Address	Type of Ownership
1		
2		
3		
4		

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five

DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

Name	Title	DOB	Stock %
1			
2			
3			
4			

Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1				
2				
3				
4				

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1		
2		
3		
4		

For Partnership/Sole Proprietor

D Gagné
Witness

~~Name of Partnership/Business~~

RL

CITY OF WATERBURY

**DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY**

By: _____
Name of General Partner/ Sole Proprietor

Address of Business

DG

State of _____)

) SS

County of _____)

_____ being duly sworn,

Deposes and says that he/she is _____ of _____ and that
he/she answers to the foregoing questions and all statements therein are true and
correct.

Subscribed and sworn to before me this _____ day of _____ 202_.

(Notary Public)

My Commission Expires: _____

For Corporation

B. A. MacNairn
Witness

BRIAN S. MACNAIRN
Barrister & Solicitor
Notary Public Commissioner for Oaths
in and for Alberta
My Appointment does not expire

Denise Gagné
Name of Corporate Signatory

#3-4664 Riverside Dr.
Address of Business

Red Deer, AB, T4N 6Y5

Affix
Corporate
Seal

By: DG Gagné
Name of Authorized Corporate Officer

Its: President
Title

CITY OF WATERBURY

**DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY**

Province
State of Alberta)

) SS

County of Red Deer)

Denise Gagné, DGagné being duly sworn,
deposes and says that he/she is President of Themes + Variations and
that he/she answers to the foregoing questions and all statements therein are true and
correct.

Subscribed and sworn to before me this 17 day of March 2022.

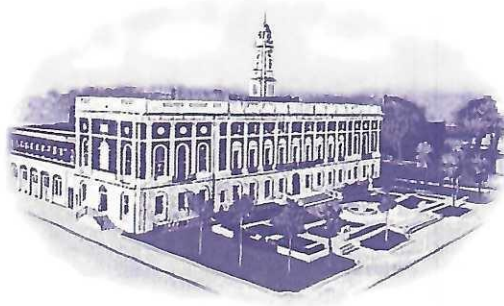
B.S.

(Notary Public)

My Commission Expires: _____


BRIAN S. MACNAIRN
Barrister & Solicitor
Notary Public Commissioner for Oaths
in and for Alberta
My Appointment does not expire

KEVIN McCaffery
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

To: Holly Maxson, Supervisor of Fine Arts

From: Kevin McCaffery, Director of Purchasing 

Subject: Sole Source for Multi-year Subscription to MusicplayOnline (MPO) at Themes & Variations Inc.

Date: January 18, 2022

After review of your letter and the sole source letter dated January 10, 2022 indicating that MultiplayOnline's parent company, Themes & Variations Inc, is the sole provider of a multi-year subscription to MPO, it is my opinion that this is a sole source procurement per §38.026 SOLE SOURCE PROCUREMENT (B) (1).



HOLLY MAXSON

Supervisor of Fine Arts

Office 203-346-6671

cell 203-704-1440

Email: hmaxson@waterbury.k12.ct.us

Dear Kevin McCaffery,

Please accept Themes and Variations as the vendor for musicplayonline.com. Through Theme and Variations, musicplayonline.com offers a subscription based online teaching and learning source for grades K-8 in general, vocal, and instrumental music. I am requesting Themes and Variations be considered as our vendor because we have purchased our subscription for musicplayonline.com from them for the last two years and they have provided a lower price for our district. Themes and Variations are the sole source that can provide a multi-Year contract for musicplayonline.com subscriptions. Musicplayonline is the only company who has creator and musician, Denise Gagne as well. Denise provides excellent professional development to our music teachers on content curriculum and instruction as related to musicplayonline. She also is on the tutorials the students view and interact with during instructional time.

Thank you for your time in reviewing Themes and Variations as our vendor for musicplayonline.com.

Respectfully, Holly Maxson

Themes & Variations Inc.
#3-4664 Riverside Drive
Red Deer, Alberta T4N 6Y5
1-888-562-4647
sales@musicplay.ca

Jan 10, 2022

Thank you for your interest in MusicplayOnline.com!

MusicplayOnline (MPO) is both created and produced by our parent company Themes & Variations Inc, and available directly through us, but also through some of our US dealers, including West Music and Music in Motion. Themes & Variations is the sole provider of multi-year subscriptions to MPO. Themes & Variations is also the sole provider of Professional Development provided with MPO. MusicplayOnline's proprietary teaching programs, software and videos are developed internally for our sole exclusive use with our clients and are therefore a Sole Provider of the online programming we offer.

The Musicplay curriculum was written by Denise Gagne when she found in her own teaching that there wasn't a standardized and comprehensive curriculum for elementary music teachers. For many elementary music teachers, it's been left to them to assemble their class plans from many different supplementary resources.

MusicplayOnline on the other hand not only includes a full PreK - 6 Curriculum, enough to plan an entire year's lesson, but also includes many of our supplementary resources such as the Recorder Resource Kit, Guitar and Ukulele books, Orff Sources, our Musicals/Programs. It's also adaptable to Orff and Kodaly teaching. With a collection of over 1000 songs, lesson plans & more resources for each one, MusicplayOnline is the sole source for the programs it offers. MusicplayOnline is entirely developed in Canada, but has been targeted primarily for the USA market and has resources to support this such as American folksongs and holiday resources.

All the best,

Morgan McKee
MusicplayOnline District Manager



THE CITY OF WATERBURY
MEMORANDUM

From: Delinquent Tax Office

Date: 3/22/2022

To: Jerry Gay- Contracts Manager
Department of Education

Subject: Tax Clearance

As of this date, the records in the Tax Collector's Office indicate that the following **is not delinquent**.

Themes and Variations
#3-4664 Riverside Dr.
Red Deer, AB, T4N645

If you have any questions regarding this issue, do not hesitate to call our office at (203) 574-6815.

Very truly yours,



NJO/wmf

Nancy J. Olson, CCMC
Deputy Revenue Collections Manager
City of Waterbury

Certificate of Insurance

This certificate is issued as a matter of information only and confers no rights upon the certificate holder and imposes no liability on the insurer.
This certificate does not amend, extend or alter the coverage afforded by the policies below.

NAMED INSURED – NAME AND MAILING ADDRESS	CERTIFICATE HOLDER – NAME AND MAILING ADDRESS
THEMES & VARIATIONS INC. Music Play 57 Ahlstrom Close Red Deer AB T4R 2T6	City of Waterbury City Hall, 235 Grand Street, Waterbury, CT 06702

COVERAGES

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 limits, terms, conditions and exclusions of such policies. Where applicable, the coverage or wordings below are not deemed to be in force unless so indicated by an "X" in the form's respective field.**

TYPE OF INSURANCE	INSURANCE COMPANY / POLICY NUMBER	EFFECTIVE (DD/MM/YYYY)	EXPIRING (DD/MM/YYYY)	LIMITS OF LIABILITY	
				COVERAGE	AMOUNT (CAD)
COMMERCIAL GENERAL LIABILITY	*The Wawanesa Mutual Insurance Company 35017080	27/12/2021	27/12/2022	BODILY INJURY / PROPERTY DAMAGE – EACH OCCURRENCE	\$2,000,000
<input checked="" type="checkbox"/> OCCURRENCE BASIS				GENERAL AGGREGATE	\$5,000,000
<input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE				PERSONAL INJURY AGGREGATE	\$2,000,000
<input checked="" type="checkbox"/> PRODUCTS AND/OR COMPLETED OPERATIONS				PRODUCTS / COMPLETED OPERATIONS AGGREGATE	\$2,000,000
<input checked="" type="checkbox"/> CROSS LIABILITY / SEVERABILITY OF INTEREST CONTRACTORS PROTECTIVE LIABILITY CONTINGENT EMPLOYERS LIABILITY CONTRACTUAL LIABILITY PRIMARY / NON-CONTRIBUTORY CLAUSE				ADVERTISING INJURY LIMIT – AGGREGATE & EACH OCCURRENCE	\$2,000,000
<input checked="" type="checkbox"/> TENANTS LEGAL LIABILITY				MEDICAL PAYMENTS	\$10,000
<input checked="" type="checkbox"/> NON-OWNED AUTOMOBILE (SPF 6)				TENANTS LEGAL LIABILITY	\$100,000
				NON-OWNED AUTOMOBILE (SPF 6)	\$2,000,000
OTHER COVERAGES					

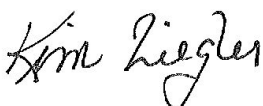
ADDITIONAL INSURED	WAIVER OF SUBROGATION
<input type="checkbox"/> It is hereby understood and agreed that the above Certificate Holder is added as additional insured, but only with respect to liability arising from operations of the named insured on their behalf.	<input type="checkbox"/> Waiver of subrogation granted in favor of the Certificate Holder named above subject to policy limits, terms, conditions & exclusions, but only with the named insured having contractually agreed to such waiver prior to any loss occurring.

DESCRIPTION OF OPERATIONS, PROPERTY, ADDITIONAL COVERAGE OR SPECIAL REQUIREMENTS

Subject to policy limits, terms, conditions and exclusions

CANCELLATION

Should any of the above policies be cancelled before the expiration date thereof, the issuing company will endeavour to mail 30 days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

SIGNATURE OF AUTHORIZED REPRESENTATIVE	AUTHORIZED REPRESENTATIVE	DATE
	Kim Ziegler	March 23, 2022



Waterbury Public Schools

Office of Competitive Grants

Louise Allen Brown, J.D., M.P.A., Grant Writer

March 28, 2022

Honorable Board of Education
City of Waterbury
236 Grand Street
Waterbury, CT 06702

Re: Tynker en Español Grant

Dear President Sweeney and Board of Education Commissioners:

Tynker for Kids is offering a Spanish Language Coding Curriculum grant to U. S. school districts. The grant, if awarded, would give specific schools, teachers, and students access to online Spanish Language Coding Curriculum. There is no grant funding per se, instead the grant consists of free use of the online coding curriculum for one year.

The funder does not require matching funds. However, grantees must cover the costs of whichever class or program in which the district utilizes the curriculum. I have worked with Adela Jorge-Ferguson, Diurca Tomasella, and Michelle Eckler to develop the district plan for the use of the Spanish Language Coding Curriculum in afterschool programs at the International School, and at three elementary bilingual centers: Bucks Hill, Chase, and Hopeville Elementary Schools. At the International School, the coding curriculum will be used in an existing afterschool program. At the bilingual centers, dedicated afterschool programs would be initiated to offer the Spanish Language Coding Curriculum with costs covered by Title III funds.

I respectfully request your permission to apply for this grant. I also request consensus at the Board of Education Workshop so that I can complete the online application and submit it before the next deadline of April 7, 2022.

Very truly yours,

Louise Allen Brown

Louise Allen Brown
Grant Writer

cc: Dr. Verna D. Ruffin
Doreen Biolo
Darren Schwartz
Diurca Tomasella
Adela Jorge-Ferguson
Michelle Eckler

Tynker en Español Grant Program
Tynker for Kids
March 28, 2022
Louise Allen Brown

Grant Highlights

Program Purpose:

The Tynker en Español Grant is “intended to introduce coding and foundational computational thinking skills to Spanish ELL students for whom the language of instruction may otherwise be a barrier to learning.” This grant is designed to provide courses consisting of “100+ hours of programming lessons and over 700 activities” for Spanish-speaking ELL (English Language Learner) students in grades K-5. [rfp]

Eligible Applicants: “Any public school district, charter school network, private school group, or religious school network based in the United States may apply.” [rfp]

Application Deadline: Applications are reviewed beginning on the 7th of each month, “on a rolling basis as long as grant licenses are available.” [rfp]

Grant Period: One school year, renewable “based on actual usage and the overall success of the implementation.” [rfp]

Grant Amount:

No funding, per se, is awarded. Rather, the grant award includes:

- A license for nine web-based Tynker’s Spanish Language Coding Courses with all student-facing content, including the programming blocks, translated into Spanish (Teacher-facing content is in English);
- Free related online professional development opportunities for teachers (unlimited number of teachers); and
- Access to Tynker’s district dashboard which aggregates data across all participating schools and teachers, to monitor program success.

[rfp]

Matching Requirements:

No matching funds are required. However, applicants are expected to absorb costs related to any programs in which the Tynker en Español curriculum is implemented, including the costs, if any, for teacher training. Only the Coding Curriculum is awarded by a grant.

Applying Districts must:

- identify a single point of contact (SPoC) who will be responsible for implementation, and participate in review calls to assess progress no more than three times per school year;
- Support Tynker certification for no fewer than 2 teachers per 100 student accounts awarded to promote program success;
- give Tynker permission to use its name and logo in the promotion of this grant.

At the end of each school year, the single point of contact must complete “a brief report outlining key successes, setbacks, and learnings.” [rfp]

Proposed Waterbury Project:

Waterbury proposes to implement the Tynker en Español Spanish-Language Coding Curriculum in four afterschool programs at the International School, and the three Elementary Bilingual Centers—Bucks Hill, Chase, and Hopeville. The Technology for Teaching and Learning Supervisor will be the single point of contact with Tynker; she will provide general oversight of the implementation of the grant.

At the International School, educators in the existing afterschool program which operates three days per week with approximately 25 first grade students will implement the Spanish-Language Coding Curriculum. At the Bilingual Centers, a dedicated limited duration afterschool program funded through Title III funding will be initiated to implement the Spanish-Language Coding Curriculum with approximately twenty students (K-5) per site, and approximately two (2) teachers and two (2) assistants per site, three days per week.

Waterbury Budget for Required Match:

The International School Principal has confirmed an existing afterschool program already funded at the International School is where the coding curriculum will be implemented at that school. The Bilingual Supervisor has confirmed that Title III funds will support afterschool programs in which the coding curriculum from a grant award would be implemented at the elementary school bilingual centers—Bucks Hill, Chase, and Hopeville.

Application Review:

Key evaluation factors will be “the demonstrated need, project impact on Spanish ELL students, and documented support from:

- District leadership across curriculum, technology, and ELL programs;
- School leadership from participating schools, including principals and department heads;
- Participating Teachers.” [rfp]

Decisions on applications are expected to be made within approximately four weeks of application submissions. [rfp]

Memorandum

To: Board of Aldermen

From: Will Zhuta, Director of Technology, Department of Education Computer Technology Center

Date: March 2, 2022

Re: **Board of Education and Board of Aldermen Approval Request / Executive Summary - Contract for Digital Recording of Various Meeting and Events**

The Department of Education respectfully requests your approval of the above-referenced contract for Digital Recording of Various Meetings and Events between the City of Waterbury and Dave Edward Therault Studio LLC.

This contract was initiated under the Request for Proposal (RFP # 7021). Dave Edward Therault Studio LLC is the only qualified responsible bidder.

Compensation. The City shall compensate the Consultant for satisfactory provision of all of the goods and services set forth in this Contract as set forth in Section 6 of the Contract.

- 6.1.1** Board of Alderman & Board of Education Meetings (in-person)
Amount not to exceed per occurrence..... \$526.00
- 6.1.2** Virtual Board of Alderman Board of Education Meetings
(call-in services needed)
Amount not to exceed per occurrence \$576.00
- 6.1.2** Sporting Events
Amount not to exceed per occurrence..... \$324.00
- 6.1.3** Special Events (per occurrence events)
Amount not to exceed per occurrence..... \$546.00
- 6.1.4** Special Events (nor per occurrence events): Hourly rates for staff shall be consistent with the \$50.00 hour set forth for other events and meetings. The basis for all other costs and fees shall be reasonable and consistent in relation to the costs stated in Consultant's Revised Cost Proposal for other events.

 - 6.1.4.1** One week prior to any such special event, Consultant shall provide estimated or actual costs for said special events for City approval and so that a Purchase Order may be timely issued .

This contract will allow the Waterbury Public Schools to work with a qualified vendor who will be responsible for the digital recording and broadcasting of various City meetings, including, but not limited to Board of Alderman meetings; public hearings; special City meetings; sporting events for the Board of Education; Board of Education meetings and workshops; any special meetings for the Board of Education; combined Board of Aldermen and Board of Education meetings; BOE and City-sponsored special events.

Accordingly, attached for your review and consideration are 11 copies of the proposed contract, plus the Vendor Award letter as prepared by the Purchasing Department, the Successful Bidder's Bid Form and Disclosure and Certification of Obligations Affidavit Regarding Outstanding Obligation, plus a copy of the Tax Clearance issued by the Office of Tax Collections.

Please note that one complete set of Documents, including Contracts, Plans, and Specifications, has been placed on file with the City Clerk's Office.

Thank you.

PROFESSIONAL SERVICES AGREEMENT
RFP No. 7021
for
DIGITAL RECORDING SERVICES OF VARIOUS MEETINGS
between
The City of Waterbury, Connecticut
and
David Edward Therault Studios, LLC

THIS AGREEMENT (the "Agreement" or "Contract"), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (the "City"), located at City Hall, 235 Grand Street, Waterbury, Connecticut 06702 and David Therault Studios, LLC (the "Consultant"), located at 206 Charlotte Street, Waterbury, Connecticut 06704, a State of Connecticut duly registered domestic limited liability company. (Jointly referred to as the "Parties" to this Agreement.)

WHEREAS, the Consultant submitted a proposal to the City responding to **RFP No. 7021** for Digital Recording Services; and

WHEREAS, the City selected the Consultant to perform services regarding **RFP No. 7021**; and

WHEREAS, the City desires to obtain the Consultant's services pursuant to the terms, conditions and provisions set forth in this agreement (the "Project").

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. The Consultant shall furnish all of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. The Consultant shall make such revisions or modifications to its work, at its own cost and expense, as the City may require in order to be deemed complete.

1.1. The Project consists of Digital Recording of Various City Meetings including but not limited to Board of Aldermen, Board of Education, public hearings, special City meetings, sporting events, any special meetings or events as may be requested by the City and/or its Department of Education; Consultant shall create a YouTube Chanel(s) for the City of Waterbury and the Waterbury Board of Education with channel(s) ownership belonging to the respective City Department and channel(s) access information shared with staff designated by the City Clerk and Waterbury Public Schools and the Waterbury Board of Education. Consultant shall supply all labor, personnel, equipment and all services as is detailed and

described in **Attachment A** to this Contract. Attachment A is hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Consultant as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- 1.1.1 RFP No. 7021, consisting of 9 pages, attached hereto;
- 1.1.2 Scope of Services (Attachment D to RFP No. 7021) and email revising said Scope of Services ("Revised Scope of Services"), email dated January 19, 2022, total Revised Scope of Services consisting of 9 pages (excluding attached schedules (incorporated by reference and available at links below in subsections 1.1.9 – 1.1.11)), attached hereto;
- 1.1.3 Consultant's Revised Cost Proposal (Best and Final), consisting of 7 pages, attached hereto;
- 1.1.4 Consultant's Response to RFP No. 7021, consisting of 26 pages (excluding resumes and attachment C (incorporated by reference)), attached hereto;
- 1.1.5 Any and all amendment(s) and Change Orders, issued by the City after execution of Contract (incorporated by reference);
- 1.1.6 City Contract Compliance Documents (incorporated by reference);
- 1.1.7 Certificates of Insurance (incorporated by reference);
- 1.1.8 Licenses (incorporated by reference);
- 1.1.9 All applicable Federal, State, and local statutes, regulations charter and ordinances (incorporated by reference);
- 1.1.10 Board of Education meeting schedule(s) available at: <https://www.waterbury.k12.ct.us/board>, (and incorporated by reference);
- 1.1.11 Waterbury Public School calendar available at: <https://www.waterbury.k12.ct.us/Content2/calendars>, (and incorporated by reference);
- 1.1.12 Waterbury Board of Aldermen meeting schedule (s) available on the City Clerk's website and at: <https://www.waterburyct.org/content/9565/458/4301/default.aspx>, (and incorporated by reference).

1.2. The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the Consultant. In the event that any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically:

- 1.2.1 All applicable Federal, State, and local statutes, regulations charter and ordinances
- 1.2.2 This Contract
- 1.2.3 Revised Scope of Services
- 1.2.4 RFP No. 7021
- 1.2.5 Consultant's Revised Cost Proposal
- 1.2.6 Consultant's Response to RFP No. 7021

2. Consultant Representations Regarding Qualification and Accreditation. The Consultant represents that, to the extent required by law, its employees are licensed to perform the scope of work set forth in this Contract. The Consultant further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the City relies upon these.

2.1. Representations regarding Personnel. The Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by the Consultant under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

2.2. Representations regarding Qualifications. The Consultant hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that the Consultant and/or its employees be licensed, certified, registered, or otherwise qualified, the Consultant and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Consultant shall provide to the City a copy of the Consultant's licenses, certifications, registrations, etc.

2.3. Activities, Work, and Services Performed in Department of Education Facilities, on School Grounds, at Student Sporting Events, and/or where City Students Present. For all activities in school facilities and/or Department of Education facilities, the Contractor shall first be required to coordinate all on-site visits and activities with the appropriate Department/personnel in Education, or the designated person and shall obtain any necessary clearance, ID badges, etc.

2.3.1 Criminal Background Check and DCF Registry Check. The Consultant shall ensure, and represents to the City, that any employee who will be on school grounds/Department of Education Property/at Department of Education events and/or where City Students Present, that will or may have direct contact with a Student pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The Consultant shall further ensure, and represents to the City that any person who will have direct contact with a Student has submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The Consultant shall not permit any person with a disqualifying criminal history to have direct contact with a student.

2.3.2 Compliance with COVID-19 Policies and Orders. The Sub-Grantee agrees to comply with all applicable Federal, State and City policies, orders, laws, and regulations in regard to COVID-19, including but not limited to State of Connecticut Executive Order No. 13G and shall provide the District with the appropriate documentation and attestations.

2.5. Activities, Work, and Services Performed on other City Property (Non-Education facilities). For all activities involving non-Board of Education facilities and/or buildings, Consultant shall first be required to coordinate all on-site visits and activities with the appropriate City Department or its designee.

3. Responsibilities of the Consultant. All data, information, etc. given by the City to the Consultant and/or created by the Consultant shall be treated by the Consultant as proprietary to the City and confidential unless the City agrees in writing to the contrary and shall be used solely for the purposes of providing services under this Contract. The Consultant agrees to forever hold in confidence all files, records, documents and other information which may come into the Contractor's possession during the term of this Contract, except where a disclosure is expressly stated as a requirement of this Contract. Notwithstanding the foregoing, where a Consultant disclosure is required to comply with statute, regulation, or court order, the Consultant shall provide prior advance written notice to the City of the need for such disclosure. The Consultant agrees to properly implement the services required in the manner herein provided.

3.1. Use of City Property. To the extent the Consultant is required to be on City property to render its services hereunder, the Consultant shall have access to such areas of City property as the City and the Consultant agree are necessary for the performance of the Consultant's services under this Contract (the "Site" or the "Premises") and at such times as the City and the Consultant may mutually agree. Consultant shall perform all work in full compliance with Local, State and Federal health and safety regulations. All work hereunder shall be performed in a safe manner. Consultant shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Consultant, City may, but shall not be required to, correct same at Consultant's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

3.2. Working Hours. To the extent the Consultant is required to be on City property to render its services hereunder, the Consultant shall coordinate its schedule so that work on the Premises is performed during those hours the City sets forth in a written notice to the Consultant, unless written permission is obtained from the City to work during other times. This condition shall not excuse Consultant from timely performance under the Contract. The work schedule must be agreed upon by the City and the Consultant.

3.3. Cleaning Up. To the extent the Consultant is required to be on City property to render its services hereunder, the Consultant shall at all times keep the Premises free from

accumulation of waste materials or rubbish caused by Consultant, its employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the Premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Consultant.

3.4. Publicity. Consultant agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name in connection with any publicity, unless the City gives prior written consent to such use of the City's name in each instance.

3.5. Standard of Performance. All workmanship, services, materials or equipment, either at the Premises or intended for it, shall conform in all respects with the requirements of all this Contract, and shall be the best obtainable from the crafts and trades. In all cases, the services, materials, equipment, reports, plans, specifications, deliverables, workmanship, etc. shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the purpose for which they are intended. The standard of care and skill for all services performed by the Consultant shall be that standard of care and skill ordinarily used by other members of the Consultant's profession practicing under the same or similar conditions at the same time and in the same locality. The Consultant's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

3.6. Consultant's Employees. The Consultant shall at all times enforce strict discipline and good order among its employees, and shall not employ any unfit person or anyone not skilled in the work assigned.

3.7. Due Diligence Obligation. The Consultant acknowledges its responsibilities to examine and to be thoroughly familiar with the City's proposal document, including, but not limited to the specifications, and any addenda thereto. The Consultant hereby warrants and represents that prior to the submission of its proposal during the proposal process it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services or functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services or functions are included in this Contract and thereby warrants that:

3.7.1 it conducted or had opportunity to conduct all Due Diligence prior to the submission of its proposal and, accordingly, any additional costs, services or products resulting from the failure of the Consultant to complete Due Diligence prior to submission of its proposal shall be borne by the Consultant. Furthermore the Consultant had the opportunity during the proposal process to ask questions it saw fit and to review the responses from the City;

3.7.2 its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall such failure to investigate and verify be the basis for any claim

whatsoever, monetary or otherwise;

3.7.3 it is solely responsible for resolving any issues resulting from the failure to conduct Due Diligence and shall assume any costs that may result during the implementation of the Project, including, but not limited to, adherence to specifications and pricing for the Project.

3.7.4 it was responsible for specifying any changes and disclosing any new costs prior to the submittal of its proposal. Thus, in the event any changes or costs are disclosed by the Consultant, or otherwise required, during the performance of its services, the sole responsibility for any modification, delay and cost of such changes shall reside with the Consultant.

3.7.5 has familiarized itself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and Local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work;

3.7.6 has given the City written notice of any conflict, error or discrepancy that the Consultant has discovered in the Proposal Documents; and

3.7.7 agrees that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

3.8. Reporting Requirement. The Consultant shall deliver periodic, monthly written reports to the City's Using Agency setting forth **(i)** the issue date of the report, **(ii)** the time period covered by the report, **(iii)** a brief description of the work and services completed by the Consultant and/or delivered by the Consultant during the time period covered by the report, **(iv)** expressed as a percentage of the total work and services required under this Contract, the percentage of the total work represented by the work and services described in subsection iii above, **(v)** expressed as a percentage of this Contract's Section 6 total compensation, the percentage of the total compensation represented by the work and services described in subsection iii above, **(vi)** the Consultant's declaration as to whether the entirety of the Consultant's work and services required in this Contract will be, or will not be, completed within the Contract's Section 6 total compensation amount, and **(vii)** any and all additional useful and/or relevant information. Each report shall be signed by the Consultants authorized representative or designee.

NOTE: the Consultant's failure to deliver any report required herein shall be deemed a material breach of this Contract, the City hereby reserving the right to exercise all available legal remedy(ies) to address said breach.

4. Responsibilities of the City. Upon the City's receipt of Consultant's written request, the City will provide the Consultant with all documents, data and other materials the City agrees are necessary and appropriate to the service to be performed by the Consultant

hereunder and the City will endeavor to secure, where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by the Consultant for the purpose of carrying out the services under this Contract.

5. Contract Time. The Contract shall be effective on the date signed by the Mayor of the City of Waterbury (the "Effective Date") shall end on June 30, 2025 (the "Initial Term"), unless extended as provided herein.

5.1 Option Periods - The City, at its sole discretion, shall have the right to extend the term of this Contract for two (2) one year (1) Options periods upon reasonable notice by the City to the Contractor of its intention to extend the contract.

5.1.1 Option 1 commencing on July 1, 2025 and terminating on June 30, 2026

5.1.2 Option 2 commencing on July 1, 2026 and terminating on June 30, 2027.

6. Compensation. The City shall compensate the Consultant for satisfactory provision of all of the goods and services set forth in this Contract as set forth in this Section 6.

6.1. Fee Schedule. The fee payable to the Consultant for the entire initial term of this Agreement shall be in accordance with the Consultant's Revised Cost Proposal set forth in **Attachment A** and as follows:

6.1.1 Board of Alderman & Board of Education Meetings (in-person)
Amount not to exceed per occurrence..... \$526.00

6.1.2 Virtual Board of Alderman Board of Education Meetings
(call-in services needed)
Amount not to exceed per occurrence \$576.00

6.1.2 Sporting Events
Amount not to exceed per occurrence..... \$324.00

6.1.3 Special Events (per occurrence events)
Amount not to exceed per occurrence..... \$546.00

6.1.4 Special Events (nor per occurrence events): Hourly rates for staff shall be consistent with the \$50.00 hour set forth for other events and meetings. The basis for all other costs and fees shall be reasonable and consistent in relation to the costs stated in Consultant's Revised Cost Proposal for other events.

6.1.4.1 One week prior to any such special event, Consultant shall provide estimated or actual costs for said special events for City approval and so that a Purchase Order may be timely issued.

6.2. Limitation of Payment. Compensation payable to the Consultant is limited to those fees set forth in Section 6.1., above. Such compensation shall be paid by the City upon review and approval of the Consultant's invoices for payment and review of the work,

services, deliverables, etc. required in this Contract and review as may be further required by the Charter and Ordinances of the City. Consultant's invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

6.2.1 The Consultant must submit regular invoices to the Board of Education and the City's Finance Department (as applicable) on a quarterly basis or more frequently. Additionally, Consultant must provide estimated costs for non per occurrence special events at least one-week prior to such events pursuant to 6.1.4.1, above. Failure of Consultant to provide invoices at least quarterly and comply with 6.1.4.1 may result in late or non-payment.

6.2.2 The Consultant and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to the Consultant in an amount equaling the sum or sums of money the Consultant and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding the Consultant's and/or its affiliate's real and personal tax obligations to the City.

6.3. Review of Work. The Consultant shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. The Consultant shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Consultant's demand for payment. The City shall not certify fees for payment to the Consultant until the City has determines that the Consultant has completed the work in accordance with the requirements of this Contract.

6.4. Proposal Costs. All costs of the Consultant in preparing its proposal for **RFP No. 7021** shall be solely borne by the Consultant and are not included in the compensation to be paid by the City to the Consultant under this Contract or any other Contract.

6.5. Payment for Services, Materials, Employees. The Consultant shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. furnished to the City under this Contract. The Consultant shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc., going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final payment is made, the Consultant shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

6.6. Liens. Neither the final payment nor any part of the retained percentage, if any, shall become due until the Consultant, if requested by the City, shall deliver to the City

a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, if required, in either case, an affidavit that so far as the Consultant has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but the Consultant may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City, to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the Consultant shall refund to the City all moneys that the City may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

7. Passing of Title and Risk of Loss. Title to each item of equipment, material, reports, plans, specifications, supplies, services, etc. required to be delivered to the City hereunder shall pass to City upon City payment to the Consultant for that item. Consultant and its insurer shall assume the risk of loss or damage up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's negligence.

8. Indemnification.

8.1. The Consultant shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. arising under or related to this Agreement provided that any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, **(ii)** are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Consultant, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; **(iii)** enforcement action or any claim for breach of the Consultant duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

8.2. In any and all claims against the City or any of its boards, agents, employees or officers by the Consultant or any employee of the Consultant, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 8.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

8.3. The Consultant understands and agrees that any insurance required by this Contract, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this Contract.

8.4. The Consultant expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, agents, employees or officers as provided herein.

8.5. Royalties and Patents. The Consultant shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Consultant's own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, the Consultant shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by the Consultant and as to any award made thereunder.

8.6. In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Consultant shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Consultant, or its subcontractor, omission or commission..

9. Consultant's Insurance.

9.1. The Consultant shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by the Consultant and such insurance has been approved by the City. The Consultant shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

9.2. At no additional cost to the City, the Consultant shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the Consultant's obligation under this Contract, whether such obligations are the Consultant's or subcontractor or person or entity directly or indirectly employed by said Consultant or subcontractor, or by any person or entity for whose acts said Consultant or subcontractor may be liable.

9.3. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

9.4. The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Consultant:

9.4.1 General Liability Insurance:

\$1,000,000.00 per occurrence,

\$2,000,000.00 aggregate and

\$2,000,000.00 Products and completed operations aggregate

Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

9.4.2 Automobile Liability Insurance:

\$1,000,000.00 combined single limit (CSL)

Providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non- owned autos..

9.4.3 Workers' Compensation: Statutory Limits within the State of Connecticut: Employers' Liability:

EL Each Accident **\$1,000,000.00**

EL Disease Each Employee **\$1,000,000.00**

EL Disease Policy Limit **\$1,000,000.00**

Consultant shall comply with all State of Connecticut statutes as it relates to Workers' Compensation.

9.5. Failure to Maintain Insurance: In the event the Consultant fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset the Consultant's invoices for the cost of said insurance.

9.6. Cancellation: The City of Waterbury shall receive written notice of cancellation from the Consultant at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

9.7. Certificates of Insurance: The Consultant's General, Automobile and Excess/ Umbrella Liability Insurance policies shall be endorsed to add the City and The Board of Education as an additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Consultant's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the Consultant executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and The**

Board of Education are listed as Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation." The City's request for proposal number must be shown on the certificate of insurance. The Consultant must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

9.8. No later than thirty (30) calendar days after Consultant receipt, the Consultant shall deliver to the City a copy of the Consultant's insurance policies, endorsements, and riders.

10. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, the Consultant represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Consultant of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: *EQUAL EMPLOYMENT OPPORTUNITY ACT*; *COPELAND ANTI-KICKBACK ACT*, as supplemented in the Department of Labor Regulations (29 CFR Part 3); *DAVIS-BACON ACT* as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974*, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

10.1. Permits, Laws, and Regulations. Permits and licenses necessary for the delivery and completion of the Consultant's work and services shall be secured in advance and paid by the Consultant. The Consultant shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work and services as specified.

10.2. Taxes-Federal, State and Local. The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon the Consultant for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Consultant remains liable, however, for any applicable tax obligations it incurs. Moreover, the Consultant represents that the proposal and pricing contained in this Contract do not include the amount payable for said taxes.

10.3. Labor and Wages. The Consultant and its subcontractors shall conform to the labor laws of the State of Connecticut, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.

10.3.1 The Consultant is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn. Gen. Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

10.3.2 The Consultant is aware of, and shall comply with, the provisions of both the Federal Davis-Bacon Act and the Federal American Recovery and Reinvestment Act of 2009, the provisions of both acts hereby incorporated by reference and made a part of this Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act ("ARRA") provides that Federal wage rate laws apply to all ARRA funded contracts regardless of the contract's dollar value.

11. Discriminatory Practices. In performing this Contract, the Consultant shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, sexual orientation, gender identity or expression, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

11.1. Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because such person has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the

labor standards applicable hereunder to its employer.

11.2. Equal Opportunity. In its execution of the performance of this Contract, the Consultant shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, sexual orientation, gender identity or expression, national origin or citizenship status, age or handicap. The Consultant agrees to comply with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

12. Housing and Urban Development Section 3 Clause. In the event this Contract is funded, in whole or in part, through Housing and Urban Development assistance, 24 C.F.R. Part 75, §§75.1 – 75.33 (formerly 24 C.F.R. Part 135, §135.38) may apply and the Contractor shall then be required to comply with the following (referred to as the "Section 3 clause"):

12.1. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted Projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

12.2. The parties to this Contract agree to comply with HUD's regulations in 24 C.F.R. Part 75, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

12.3. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

12.4. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 75. The Contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 75.

12.5. The Contractor will certify that any vacant employment positions, including

training positions, that are filled (i) after the Contractor is selected but before the Contract is executed, and (ii) with persons other than those to whom the regulations of 24 C.F.R. Part 75 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. Part 75.

12.6. Noncompliance with HUD's regulations in 24 C.F.R. Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

12.7. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

13. Termination.

13.1. Termination of Contract for Cause. If, through any cause, in part or in full, not the fault of the Consultant, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination.

13.1.1 In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc., prepared by the Consultant under this Contract shall, at the option of the City, become the City's property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

13.1.2 Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by the Consultant, and the City may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the City from the Consultant is determined.

13.2. Termination for Convenience of the City. The City may terminate this Contract at any time for the convenience of the City, by a notice in writing from the City to the Consultant. If this Contract is terminated by the City as provided herein, the Consultant will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Consultant covered by this Contract, less payments of compensation previously made.

13.3. Termination for Non-Appropriation or Lack of Funding. The Consultant acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Consultant therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law.

13.3.1 Effects of Non-Appropriation. If funds to enable the City to effect continued payment under this Contract are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Contract without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to the Consultant.

13.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay the Consultant for the agreed to level of the products, services and functions to be provided by the Consultant under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) calendar days written notice to the Consultant, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

13.3.3 No Payment for Lost Profits. In no event shall the City be obligated to pay or otherwise compensate the Consultant for any lost or expected future profits.

13.4. Rights Upon Cancellation or Termination.

13.4.1 Termination for Cause. In the event the City terminates this Contract for cause, the Consultant shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the documents, data, studies, reports, specifications, deliverables, etc. provided to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, the Consultant shall transfer all licenses to the City which the Consultant is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Consultant for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. The Consultant shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this agreement in whole

or in part.

13.4.2 Termination for Lack of Funding or Convenience. In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay the Consultant for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date and the Consultant shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Consultant shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and the Consultant may negotiate a mutually acceptable payment to the Consultant for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to Changes in the Work.

13.4.3 Termination by the Consultant. The Consultant may, by written notice to the City, terminate this Contract if the City materially breaches, provided that the Consultant shall give the City thirty (30) calendar days prior written notice and an opportunity to cure by the end of said thirty (30) day period. In the event of such termination, the Consultant will be compensated by the City for work performed prior to such termination date and the Consultant shall deliver to the City all deliverables as otherwise set forth in this Contract.

13.4.4 Assumption of Subcontracts. In the event of termination of this Contract, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract, and may further pursue completion of the work under this Contract by replacement contract or otherwise as the City may in its sole judgment deem expedient.

13.4.5 Delivery of Documents. In the event of termination of this Contract, (i) the Consultant shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and (ii) the City shall pay the Consultant for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

14. Ownership of Instruments of Professional Services. The City acknowledges the Consultant's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City

under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services.

15. Force Majeure. Neither the Contractor nor the City shall be held responsible for delays or be considered to be in breach of this Contract or be subject to liquidated damages when their respective obligations under this Contract are caused by conditions beyond their control, including without limitation:

15.1. Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions;

15.2. war, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest, riots, or epidemics;

15.3. acts of governmental authorities such as expropriation, condemnation, changes of law and order or regulations, proclamation, ordinance, or other governmental requirement;

15.4. strikes and labor disputes; and

15.5. certain accidents including but not limited to hazardous, toxic, radioactive or nuclear contamination spills, contamination, combustion or explosion, which prevent a Party from fulfilling their obligations or otherwise render performance under the Contract impossible.

Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet their obligations under this Agreement.

16. Subcontracting. The Consultant shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Consultant's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Consultant and shall name the City as an additional insured party and said subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all Federal, State and Local, laws, regulations and ordinances but such requirement shall not relieve the Consultant from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.

16.1. The Consultant shall be as fully responsible to the City for the acts and omissions of the Consultant's subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Consultant.

17. Assignability. The Consultant shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due the Consultant from the City under this Contract may be assigned to a bank, trust, company, or

other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

18. Audit. The City reserves the right to audit the Consultant's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract. In the event the City elects to make such an audit, the Consultant shall immediately make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

19. Risk of Damage and Loss. The Consultant shall be solely responsible for causing the timely repair to and/or replacement of, City property or item(s) intended to become City property hereunder, where the need for repair or replacement was caused by the Consultant, by someone under the care and/or control of the Consultant, by any subcontractor of the Consultant, or by any shipper or delivery service. The Consultant shall be solely responsible for all costs and expenses, including but not limited to shipping, delivery, insurance, etc. associated with the foregoing repair and replacement obligation. Further, the Consultant shall be solely responsible for securing the City's written acceptance of all completed repairs and replacements required hereunder. The City hereby retains sole discretion to determine whether a repair or a replacement is the proper remedy.

20. Interest of Consultant. The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this Contract no person having any such interest shall be employed.

21. Entire Agreement. This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Consultant.

22. Independent Contractor Relationship. The relationship between the City and the Consultant is that of client and independent contractor. No agent, employee, or servant of the Consultant shall be deemed to be an employee, agent or servant of the City. The Consultant shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract. It is the express intention of the parties hereto, and the Consultant hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Consultant hereunder is/are not and shall not be deemed an employee of the City of Waterbury, but is/are and shall remain an independent contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City of Waterbury and the Consultant or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Consultant hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, F.I.C.A.

deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that the Consultant shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

23. Severability. Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

24. Survival. Any provisions of this Contract that impose continuing obligations on the parties shall survive the expiration or termination of this Contract for any reason.

25. Contract Change Orders.

25.1. At the sole discretion of the City, a Change Order may be issued solely by the City to modify an existing party obligation set forth in this Contract where the scope of the Change Order is:

25.1.1 within the scope of the original Contract OR is made pursuant to a provision in the original Contract, AND

25.1.2 the Change Order monetary cost is charged solely against those funds encumbered for and at the time the Contract was originally executed by the City, that is those funds set forth in the original Contract as a not to exceed payment amount OR within the original Contract's contingency / allowance / reserve amount (if any is stated therein), AND

25.1.3 the Final Completion Date has not been changed.

25.2. Notwithstanding the foregoing subsection A, a Change Order shall not include:

25.2.1 an upward adjustment to a Consultant's payment claim, or

25.2.2 a payment increase under any escalation clause set forth in the original contract, or any Change Order, or any amendment.

25.3. That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed, and if agreed to, approved by the City's Using Agency and any City designated

representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both the Consultant, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Consultant's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract. Any contract change NOT fully complying with this Section 25 shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are (i) the City's aforementioned RFP No.7021 and its Scope of Services, as revised; (ii) the Consultant's proposal responding to the aforementioned RFP No.7021; and (iii) Consultant's Revised Cost Proposal.

26.1. Procedure. This procedure supersedes all statements to the contrary occurring either in proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

26.2. Presumption. This Contract or any section thereof shall not be construed against any party due to the fact that the Contract or any section thereof was drafted by such party.

27. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance. The Consultant agrees that it waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. Notwithstanding any such claim, dispute or legal action, the Consultant shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

28. Binding Agreement. The City and the Consultant each bind themselves, and their successors, assigns and legal representatives to the other party to this Contract and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.

29. Waiver. Any waiver of the terms and conditions of this Contract by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Contract.

30. Governing Laws. This Contract, its terms and conditions and any claims arising therefrom shall be governed by the laws of the State of Connecticut.

31. Notice. Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing

signed by a duly authorized officer of the City's Using Agency or the Consultant, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Consultant: David Edward Therault Studios, LLC
206 Charlotte Street
Waterbury, CT 06740

Department of Education: The City of Waterbury
c/o Education Department
236 Grand Street, Room 158
Waterbury, CT 06702

City of Waterbury: The City of Waterbury
c/o Finance Department
235 Grand Street, 2nd Floor
Waterbury, CT 06702

With a copy to: Office of the Corporation Counsel
City Hall Building
235 Grand Street, 3rd Floor
Waterbury, CT 06702

32. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.

The Person (the term "Person" shall herein be as defined in Section 38 of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

32.1. It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

32.2. It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation,

auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

32.3. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Consultant or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

32.4. The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.

32.5. Upon a showing that a subcontractor made a kickback to the City, a prime Consultant or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

32.6. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 32.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 32.6 shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

32.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has (i) delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; (ii) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (iii) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and (iv) filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the

City's Code of Ordinances.

32.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 32.1-32.7.

32.9. The Consultant is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

32.10. The Consultant hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: <http://www.waterburyct.org/content/9569/9605/9613/15125.aspx> [click link titled "*The City of Waterbury - Code of Ordinances. (Rev. 12/31/19)*". For Chapter 38, click on "Title III: Administration", then click on "Chapter 38: Centralized Procurement System". For Chapter 39, click on "Title III: Administration", then click on "Chapter 39: Ethics And Conflicts of Interest"]

32.11. The Consultant is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects" and the State of Connecticut Legislature's Special Act No. 01-1.

32.12. Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

32.13. INTEREST OF CITY OFFICIALS. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.

32.14. PROHIBITION AGAINST CONTINGENCY FEES. The Consultant hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency

fee.

32.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the Consultant set forth in Section 6 herein is greater than \$2,500,000.00, the City is entitled to receive a copy of any and all Consultant records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

(Signature page follows)

IN WITNESS WHEREOF, the Parties hereto execute this Contract on the dates signed below.

WITNESSES:

CITY OF WATERBURY

Sign: _____
Print name: _____

By: _____
Neil M. O'Leary, Mayor

Sign: _____
Print name: _____

Date: _____

WITNESSES:

**DAVID EDWARD THERAULT STUDIOS,
LLC**

Sign: Deborah Therault
Print name: Deborah Therault

David Therault
By: David Therault
Title: Principal

Sign: Nicola J. Therault
Print name: Nicola J. Therault

Date: 03-10-22

ATTACHMENT A

1. RFP No. 7021, consisting of 9 pages, attached hereto;
2. Scope of Services (Attachment D to RFP No. 7021) and email revising said Scope of Services ("Revised Scope of Services"), email dated January 19, 2022, total Revised Scope of Services consisting of 9 pages (excluding attached schedules (incorporated by reference and available at links below in subsections 1.1.9 – 1.1.11)), attached hereto;
3. Consultant's Revised Cost Proposal (Best and Final), consisting of 7 pages, attached hereto;
4. Consultant's Response to RFP No. 7021, consisting of 26 pages (excluding resumes and attachment C (incorporated by reference)), attached hereto;
5. Any and all amendment(s) and Change Orders, issued by the City after execution of Contract (incorporated by reference);
6. City Contract Compliance Documents (incorporated by reference);
7. Certificates of Insurance (incorporated by reference);
8. Licenses (incorporated by reference);
9. All applicable Federal, State, and local statutes, regulations charter and ordinances (incorporated by reference);
10. Board of Education meeting schedule(s) available at: <https://www.waterbury.k12.ct.us/board>, (and incorporated by reference) and as may be revised;
11. Waterbury Public School calendar available at: <https://www.waterbury.k12.ct.us/Content2/calendars>, (and incorporated by reference) and as may be revised;
12. Waterbury Board of Aldermen meeting schedule (s) available on the City Clerk's website and at: <https://www.waterburyct.org/content/9565/458/4301/default.aspx>, (and incorporated by reference) and as may be revised.

REQUEST FOR PROPOSAL #7021
BY
THE CITY OF WATERBURY
WATERBURY PUBLIC SCHOOLS
for
DIGITAL RECORDING OF VARIOUS MEETINGS

The City of Waterbury and the Department of Education (hereinafter "City"), are seeking to record and broadcast various City meetings.

A. Background and Intent

Digitally record and broadcast various City meetings, including, but not limited to Board of Alderman meetings; public hearings; special City meetings; sporting events for the Board of Education; Board of Education meetings and workshops; any special meetings for the Board of Education; combined Board of Aldermen and Board of Education meetings; BOE sponsored special events; City sponsored special events.

B. Qualifications

Eligible proposers will be those consultants, businesses, and institutions that have the following qualifications:

1. Sufficient equipment and manpower to digitally record more than one event per evening. The Board of Alderman and the Board of Education may meet on the same evening. Sporting events and special events may also be on the same day as the various meetings. Vendor shall provide a list of their inventory.
2. Knowledge of providing live feed, on-line to local access cable, announcing, production, captioning and editing.

C. Scope of Services

See Attachment D.

D. Agreement Period

The Consultant shall complete all work and services required under this Contract from the date of the Mayor's signing through June 30, 2025 with two additional 1yr extentions at the City's discrection of execution of this Contract by all parties hereto,

E. General Information

1. The City is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The City is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services, or activities.
2. Proposers must review and be prepared to sign, prior to the execution of any contract with the City, the items and any forms included in Attachment A (Contract Compliance Packet).
3. All questions and communications about this request for Proposal and submission requirements must be directed to the City of Waterbury ProcureWare website and must be received **by 2:00 PM on December 17, 2021**. Prospective proposers must limit their contact regarding this RFP to Mr. McCaffery or such other person otherwise designated by Mr. McCaffery. Responses to questions submitted by the above date or identified at any Information Session to be held in regard to this RFP, **along with any changes or amendments to this RFP**, will be available via the City of Waterbury ProcureWare website **by December 21, 2021 at 2:00 PM**. It shall be the responsibility of the proposer to download this information. If you have any procedural questions in this regard, please call Mr. McCaffery at (203) 574-6748.

F. Management

Any contract or purchase order resulting from this RFP will be managed by the Mayor's Office and Department of Education or their designees.

G. Conditions

All those submitting proposals must be willing to adhere to the following conditions and must positively state this in the proposal:

1. All proposals in response to this RFP are to be the sole property of the City. Proposers are encouraged **not** to include in their proposals any information which is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.
2. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the City.

3. The timing and sequence of events resulting from this RFP will ultimately be determined by the City.
4. The proposer agrees that the proposal will remain valid for a period of 120 days after the closing date for the submission and may be extended beyond that time by mutual agreement.
5. The City may amend the terms or cancel this RFP any time prior to the execution of a contract or purchase order for these services if the City deems it to be necessary, appropriate or otherwise in the best interests of the City. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered. At his option, the City's Director of Purchasing may provide all proposers with a limited opportunity to remedy any technical deficiencies identified by the City in their initial review of proposals.
6. The proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel from the proposal during the course of the agreement period must be approved by the City, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the City. At its discretion, the City may require the removal and replacement of any of the proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the City.
7. All subcontractors hired by the proposer awarded a contract or purchase order as a result of this RFP must have prior approval of the City prior to and during the agreement period.
8. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.
9. A proposer must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary by the City to satisfactorily meet the requirements set forth or implied in the proposal.
10. No additions or changes to the original proposal will be allowed after submittal, except as may be allowed by the City, at its option, in accordance with Section G.5. of this RFP. While changes are not permitted, clarification of proposals may be required by the City at the proposer's sole cost and expense. The final price and scope of

services of any contract or purchase order resulting from this RFP may be negotiated with responsible proposers.

11. The proposer may be required to give presentations to the extent necessary to satisfy the City's requirements or needs. In some cases, proposers may have to give presentations or further explanation to any RFP selection committee established by the City.
12. The proposer represents and warrants that the proposal is not made in connection with any other proposer and is in all respects fair and without collusion or fraud. The proposer further represents and warrants that it did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the City participated directly in the proposer's proposal preparation.
13. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the requested format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.
14. The proposer must accept the City's standard agreement language. See Attachment B.
15. Any contract or purchase order resulting from this RFP process will represent the entire agreement between the proposer and the City and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability for payment of services under the terms of the contract or purchase order until the successful proposer is notified that the contract or purchase order has been accepted and approved by the City. Any contract resulting from this RFP may be amended only by means of a written instrument signed by the proposer and signed by the Mayor.

H. Proposal Requirements & Required Format

One original (clearly identified as such) and four paper copies of the proposal, as well as a copy of the original proposal in pdf format on a CD or flash drive, must be received at the following address no later than **11:00 AM on December 29, 2021.**

Mr. Kevin McCaffery
Director of Purchasing
City of Waterbury
235 Grand Street, Room 103

Waterbury, CT 06702

Proposals submitted must be bound, paginated, indexed and numbered consecutively. Proposers shall complete **Attachment C** addressed to Mr. McCaffery, which, in part, includes a statement by the proposer accepting all terms and conditions and requirements contained in the RFP, and which shall be signed by a duly authorized official of the organization submitting the proposal. Proposers shall also, as indicated in Attachment C, identify the name of a contact person, along with their telephone number, email address, if applicable, and address, who can be contacted for the purpose of clarifying the information contained in their response to this RFP. In addition to any other information required in Attachment C, proposers shall provide their firm's authorization and a request to any persons, firm, or corporation to furnish any information requested by the City of Waterbury in verification of the recitals included in its response to this RFP.

Proposals must set forth accurate and complete information for each of the items listed below. At the City's discretion, failure to do so could result in disqualification.

1. Proposer Information: Please provide the following information:
 - a. Firm Name
 - b. Permanent main office address
 - c. Date firm organized.
 - d. Legal Form of ownership. If a corporation, indicate where incorporated.
 - e. How many years have you been engaged in services you provide under your present name?
 - f. Names, titles, reporting relationships, and background and experience of the principal members of your organization, including officers.
2. Experience, Expertise and Capabilities
 - a. Philosophy Statement and Business Focus. A statement of the proposer's philosophy and approach in undertaking the services of the nature outlined in the RFP, as well as a description of its primary business focus.
 - b. Summary of Relevant Experience. A listing of all projects that the proposer has completed within the last three (3) years must be provided, as well as all projects of a similar nature to those included in the Scope of Services in this RFP. The following information shall be provided for each organization listed under this subsection:

- Organization name and the name, title, address and telephone number of a responsible contact person.
- Nature of services provided and dates services started and actually completed. Please indicate, for each assignment, if it was completed within the original contract timeframe and budget. If not, please explain.
- For each project done for a municipality or other government agency, please indicate the gross cost of the agreement.

Additionally, please list any contracts or purchase orders in the last three (3) years between the proposer and any agency of the City of Waterbury.

- Personnel Listing. A complete listing of the staff identified in the work plan by job classification, along with their resumes. Each resume shall include the individual's qualifications and experience in the subject area.
- Conflict of Interest. Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest.

3. Statement of Qualifications and Work Plan

- Qualifications. Please describe your firm's qualifications, experience and capabilities as they pertain to each of the areas of qualifications listed, as well as those of the personnel to be assigned to this project.
 - Work Plan. Please describe the approach that would be generally followed in undertaking the Scope of Services in Section C above.
 - Services Expected of the City. Identify the nature and scope of the services that would be generally required of the City in undertaking these projects.
4. Cost Schedule. Proposals shall include a single price per meeting per fiscal year for Board of Aldermen and Special Meetings, Board of Education and Special Meetings, and Board of Education Sporting Events, and Special Events not priced as a per occurrence event. Work to be performed in accordance with this RFP is inclusive of all personnel and non-personnel expenses. This price should encompass the entire Scope of Services in this RFP. The City reserves the right to negotiate costs, scope of services, and key personnel based on provider proposals. In order for the City to evaluate the proposed cost, proposers must include for each element in the Work Plan outlined in Section H.3.b. above, the staff, hours, hourly rates and the total cost. Include details generally associated with non-personnel costs as an additional cost section.

Since the City may desire to consider the proposer's experience, qualifications, statement of work, and other aspects of the RFP prior to the Cost Proposal, the Cost Proposal shall be sealed in a separate envelope marked "Confidential: Cost Proposal".

Note: The City is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in prices.

5. Information Regarding: Failure to Complete Work, Default and Litigation.

Please respond to the following questions:

- a. Have you ever failed to complete any work awarded to you? If so, where and why?
- b. Have you ever defaulted on a contract? If so, where and why?
- c. Is there any pending litigation which could affect your organization's ability to perform this agreement? If so, please describe.
- d. Has your firm ever had a contract terminated for cause within the past five years? If yes, provide details.
- e. Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.
- f. During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details.
- g. Are there any other factors or information that could affect your firm's ability to provide the services being sought about which the City should be aware?

6. Exceptions and Alternatives. Proposers wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. The City may accept proposals which take exception to any requirements in this RFP, or which offer any alternative to a requirement herein, as well as consider such exceptions and alternatives in evaluating responses. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this Request for Proposals.

7. Additional Data. Any additional information which the proposer wishes to bring to the attention of the City that is relevant to this RFP.

I. Evaluation of Proposals; Selection Process

1. Evaluation Criteria

The following criteria are expected to be among those utilized in the selection process. They are presented as a guide for the proposer in understanding the City's requirements and expectations for this project and are not necessarily all inclusive or presented in order of importance.

- a. Proposed statement of work. Emphasis will be on grasp of the issues involved, soundness of approach and the quality of the overall proposal.
- b. Proposed cost schedule.
- c. Experience, expertise, and capabilities of the proposer. Background, qualifications, and previous experience of personnel to be assigned to the project and their demonstrated competence, experience and expertise in the type of work to be performed. The type of experience, expertise, capabilities, and qualifications desired are outlined in Section B. - Qualifications of this RFP. The City may contact one or more of the organization references listed in Section H.2.b. of this RFP as part of assessing the experience, expertise and capabilities of the proposers or those selected as the finalist(s).
- d. Time, Project and Cost Schedule. Emphasis will be on the proposer's record with completing tasks and producing the necessary products within required time frames and within budget.

2. Selection Process

The City of Waterbury may elect to have the proposals evaluated by a committee as part of making a selection. If deemed necessary, the City reserves the right to arrange for interviews/oral presentations as part of the selection process, which invitations for interviews may involve a short-listing of the proposals received.

J. Rights Reserved To The City

The City reserves the right to award in part, to reject any and all proposals in whole or in part for misrepresentation or if the proposer is in default of any prior City contract, or if the proposal limits or modifies any of the terms and conditions and/or specifications of the RFP. The City also reserves the right to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the City will be served.

K. Federal, State and Local Employment Requirements – Not Applicable

Contractors, if applicable, shall be obligated to fully comply with the attached Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects, i.e. City of Waterbury Ordinances Chapter 34 ("Good Jobs Ordinance"), Federal Davis-Bacon Act, Federal American Recovery and Reinvestment Act of 2009, and the Housing and Urban Development Section 3 Clause, all as further specified in the attached City of Waterbury Contract form. Also attached hereto, is a full copy of the aforesaid City of Waterbury Ordinance, commonly referred to as the "Good Jobs Ordinance".

L. State Set-Aside Requirements - Not Applicable.

The contractor who is selected to perform this municipal public works project, funded in whole or part by the State, must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g, as amended. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

For municipal public works contracts, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806.

ATTACHMENT D

THE CITY OF WATERBURY WATERBURY PUBLIC SCHOOLS for DIGITAL RECORDING OF VARIOUS MEETINGS SCOPE OF SERVICES

- I. It is imperative that the successful vendor have sufficient equipment and manpower to record more than one event per evening. Proposals shall include a listing of all of the vendors available equipment.
- II. Digital recording of various meetings includes, but not limited to:
 - A. City of Waterbury Board of Aldermen Meetings, Special Meetings, Combined Meetings, Committee Meetings and Public Hearings designated by the City Clerk's staff, hereinafter referred to as **BOA Meetings**.
 - B. Board of Education Workshops, Meetings, Special Meetings, Combined Meetings, Special Meetings and Public Hearings designated by the Clerk to the Board of Education, hereinafter referred to as **BOE Meetings**.
 - C. Waterbury Public Schools Sporting Events designated by the Supervisor of Health and Physical Education in which the majority of digital recording will be basketball games, but other sporting events during the school year may warrant digital recording, hereinafter referred to as **Sporting Events**.
 - D. Waterbury Public Schools Special Events, including but not limited to District promotions, ceremonies, shows, notifications, celebrations, announcements and awards designated by the Director of Communications and/or Superintendent of Schools. City of Waterbury Special Events, including but not limited to Flag Raisings, Veteran's Affairs events, Holiday events, Neighborhood events, and city Sporting and Cultural events designated by the Mayor or his representative. All of these are hereinafter referred to as **Special Events**.
- III. The Board of Aldermen and Board of Education may meet on the same evening.
- IV. Sporting events and special events may also be on the same day as the BOA and BOE Meetings.
- V. Successful vendor will be allowed building access for ample set-up and break-down time. BOA and BOE Meetings start sharply at their designated times.
- VI. All recordings must be edited with appropriate identifying captions and graphics.

- VII. All recordings must have clear quality sound with low distortion wide frequency response and adequate level control.

VIII. Schedules

- A. Board of Aldermen and Board of Education meeting schedules for the current year are attached; see attachments E and F respectively with subsequent years expected to be similar. Schedules are subject to change.
- B. The City Clerk staff and the Clerk to the Board of Education will send the successful vendor the updated meeting schedules when they become available.
- C. Board of Aldermen and Board of Education schedules are also available on the City of Waterbury and Waterbury Public Schools websites: www.waterburyct.org and www.waterbury.k12.ct.us respectively.
- E. Board of Aldermen and Board of Education Public Hearings and Combined Special Meetings may be scheduled with 24-hour notice. City Clerk staff and/or the Clerk to the Board of Education will inform successful vendor if public hearing or combined special meeting will need to be digitally recorded. Public hearing or combined special meeting may or may not be scheduled adjacent to a scheduled BOA or BOE Meeting.
- F. Current sporting events schedule will be available in the beginning of the 2021-2022 school year. The Supervisor of Health and Physical Education will send the successful vendor the schedule when available. For Sports Schedules vendors shall use the CIAC website http://ciacsports.com/site/?page_id=105 , set the dropdown menu to 2020-2021, select the school and sport (basketball - boy's), then click on "view schedule" for each of the four schools for the complete schedules from last year.
- F. The schedule for Special Events will be provided to the vendor with ample prior notice to allow for scheduling, setup, and preparation.

IX. Live Feed

- A. The successful vendor will be responsible for providing a live feed to a YouTube channel and SKYE CableXIII on the nights of the Board of Aldermen and Board of Education meetings. Some Special Events may also be broadcast live.
 - 1. Board of Aldermen meetings are held at Aldermanic Chambers in City Hall on 235 Grand Street in Waterbury. Aldermanic Chambers has a fiber optic feed to SKYE Cable XIII. A live YouTube feed should also be used for live broadcast on local cable access when appropriate. All Board of Education and Board of Aldermen meetings should be broadcast live on SKYE XIII using either the existing fiber optic feed or a YouTube channel fed to the SKYE XIII studios. The feed to SKYE XIII through either the fiber optic cable or YouTube is the responsibility of the vendor to schedule and facilitate.

2. Board of Education Meetings are held at Waterbury Arts Magnet School on 16 South Elm Street and does not have the ability to broadcast live; vendor will need appropriate equipment to broadcast live to YouTube and Sky Cable XIII.
- B. The vendor shall provide a link to the last live airing within three business days from its completion to the designated City department staff member.

X. Sky Cable XIII

- A. Successful vendor's digital recordings and live feed must be compatible with the video and audio systems of Sky Cable XIII. The source as digital and sent along with the video at 48k.
- B. Successful vendor will be responsible for and coordinate with City Clerk staff and Sky Cable XIII staff to schedule live broadcasts and rebroadcasts of BOA Meetings on local access channel(s) on successive days when the stations scheduling permits.
- C. Successful vendor will coordinate with Clerk to the Board of Education and Sky Cable XIII staff to schedule live broadcasts and rebroadcasts of BOE Meetings on local access channel(s) on successive days when the stations scheduling permits.
- D. Successful vendor will coordinate with the Education Department Director of Communications and Sky Cable XIII staff to schedule broadcasts and rebroadcasts of Special Events on local access channel(s) on successive days when the stations scheduling permits.
- E. Successful vendor will coordinate with the Supervisor of Health and Physical Education and Sky Cable XIII staff to schedule broadcasts and rebroadcasts of Sporting Events on local access channel(s) on successive days when the stations scheduling permits.

XI. YouTube Channel

- A. Vendor will be responsible for creating a YouTube channel(s) for the City of Waterbury and the Waterbury Board of Education.
- B. Vendor will schedule BOA Meetings, BOE Meetings and agreed upon special meetings to be broadcast live on the newly created YouTube channel.
- C. Vendor will organize recordings so they are easily identified by search engines.
- D. Vendor will send YouTube links of recorded broadcasts to designated City Clerk and Board of Education staff for upload to City of Waterbury and Waterbury Public Schools websites by designated by City staff within three business days.

XII. External Hard Drive

- A. City staff and the successful vendor will meet to agree upon external hard drive size, make, model, etc.
- B. Vendor will purchase agreed upon hard drives for the following: City Clerk, Board of Education, Health and Physical Education, Communications and the vendor's premises.
- C. Vendor will save all recordings to an external hard drive kept on their premises for safekeeping for the length of their contract. Vendor will relinquish external hard drive to designated City staff upon completion of their term.
- D. Vendor will send all recordings electronically (link or download) to designated City department staff within three days of the live broadcast. City staff will save all recordings to external hard drives provided by the vendor. Designated City staff in each department will download recording from the vendor to their departments external hard drive. Departments are as follows:
 - 1. City Clerk for BOA Meetings
 - 2. Clerk to the Board of Education for BOE Meetings
 - 3. Health and Physical Education Department for Sporting Events
 - 4. Superintendent of Schools and/or Director of Communications for Special Events

XIII. Board of Aldermen Digital Recording Specifications

- A. The City of Waterbury is seeking a vendor to digitally record BOA Meetings (see Section IIA) when required.
- B. The Board of Aldermen meets twice a month. The first meeting of the month is the first Monday after the first Thursday of the month and then two weeks from that Monday, approximately 20 meetings per year.
- C. The successful vendor will be responsible for providing a live feed of BOA Meetings to YouTube and SKYE CableXIII. Also, digitally record the BOA Meeting and broadcast it on local access channel(s) on successive days when the stations scheduling permits. The successful vendor shall provide an electronic copy (download or link) within three business days of the meeting to the City Clerk.
- D. Under normal conditions the meetings begin at 7:00 P.M.; when a Public Hearing is required the meeting may begin between 6:30 P.M. and 7:00 P.M. It cannot be determined when the time of the meetings will end. Vendor must record the entire meeting.

- E. The location of the meetings at the present time is City Hall, Aldermanic Chambers at 235 Grand Street on the second floor in Waterbury, Connecticut. This location has live feed capability.
- F. The successful vendor must provide in their cost proposal, software to manage public call-in's for Zoom video conference meetings. The solution must provide for audio routing, connecting a single call to the broadcast, control calls through a web interface and provide interface logging. City Clerk staff will inform the successful vendor in a timely manner when BOA Meetings will be held via Zoom video conference. The vendor must be capable of hosting and moderating Zoom meetings as required. The City of Waterbury and Education Department will provide Zoom accounts for these purposes.
- G. Special meetings may be in various locations.
- H. Current schedule is attached; see Meeting Dates column under Attachment E. Subsequent years would be similar

XIV. Board of Education Digital Recording Specifications

- A. Waterbury Public Schools is seeking a vendor to video record BOE Meetings (see Section IIB) when required.
- B. Vendor will broadcast live on SKYE Cable XIII Channel and the Youtube channel.
- C. The successful vendor must provide in their cost proposal, software to manage public call-in's for Zoom video conference meetings. The solution must provide for audio routing, connecting a single call to the broadcast, control calls through a web interface and provide interface logging.
- D. The successful vendor will be responsible for providing a live feed of BOE Meetings on YouTube and SKYE CableXIII. Board of Education Workshops and Meetings are required to be broadcast live. Clerk to the Board of Educaiton will inform successful vendor of other events if required. Also, digitally record BOE Meetings and broadcast it on local access channel(s) on successive days when the stations scheduling permits. The successful vendor shall provide an electronic copy (download or link) within three business days of the meeting to the City Clerk.
- E. The location of the meetings at the present time is Waterbury Arts Magnet School Atrium at 16 South Elm Street in Waterbury, Connecticut. This location does not have live feed to local cable station; location does have wi-fi and internet access.
- F. Workshops and Meetings may be in various locations.
- G. Two or more meetings running in conjunction within the same building will constitute one meeting.

- H. A labeled computer file of each event will be uploaded to the District's YouTube channel with a link provided to the Clerk of the Board and the Director of Communications within three (3) business days of the meeting/workshop.
- I. Digital recordings must be compatible with the audio standard broadcasting of the Educational Access Channel at Skye CableXIII.
- J. Current schedule and school calendar for the 2020-2021 school year is attached. See Attachment F. Subsequent years would be similar.

XV. Sporting Events Digital Recording Specifications

- A. The Education Department is seeking a vendor to digitally record various sporting events. The majority of recordings will be basketball games, but other sporting events during the school year may warrant digital recording.
- B. The responsibility of the successful vendor will be the following:
 - 1. Record and announce the event. Announcing is a key element of this requirement. Successful vendor to be approved by the Supervisor of Health and Physical Education in consultation with the Athletic Directors.
 - 2. Vendor is responsible for producing the event on cable television's public access channels. Vendor will broadcast on channel 16.
 - 3. A link to the videos or download will be provided to the recorded team's designee and the Supervisor of Health and Physical Education within five (5) business days.
 - 4. Develop a year-end highlight video. The vendor is responsible for developing an end of year athletics highlight video and delivering two (2) copies on flashdrives to the Supervisor of Health and Physical Education for review and approval. If approved, highlight video for the 2021-2022 season is due for public broadcast and upload to the YouTube Channel on or before July 1, 2022; 2022-2023 season is due for public broadcast and upload to the YouTube Channel on or before July 1, 2023; and 2023-2024 season is due for public broadcast and upload to the YouTube Channel on or before July 1, 2024.
 - 5. Current schedule will be available in the beginning of the 2021-2022 school year from the Supervisor of Health and Physical Education.

XVI. Special Events

- A. The City of Watebury is seeking a vendor to video various Special Events, including but not limited to Flag Raisings, Veteran's Affairs events, Holiday events, Neighborhood events, and city Sporting and Cultural events, etc. The Education Department is seeking a vendor to video various Special Events. These promotional and/or celebratory events include, but are not limited to: Teacher of the Year ceremony, Teacher Recruitment/Retention, convocations, conferences, Portrait of a Graduate, parent and/or staff notifications to the District, awards, construction

ceremonies, Chamber of Commerce Presentations, Talent Showcase, holiday celebrations, etc.

- B. Special Events may be held indoors or outdoors at various locations, including but not limited to: Waterbury Public Schools, Department of Public Works buildings and/or parks, community organizations such as the Palace Theater, Chamber of Commerce, Manufacturing Alliance Service Center, and other facilities.
- C. Successful vendor shall supply protective gear for their equipment for outdoor circumstances in case of inclement weather.
- D. Recording of students is prohibited without parental consent. The child's attending school has Media Coverage Release forms in all student files identifying students whose parents want their child to participate in media coverage of school events. Successful vendor must check beforehand with the Director of Communications if signed slips are on file for children being recorded.
- E. Recording location and location set-up area will be arranged by the Superintendent of Schools or staff and/or the Director of Communications. Interior and exterior aesthetics, e.g. lighting, furniture placement, special arrangement must be discussed and agreed upon with the Superintendent of Schools and/or the Director of Communications prior to recording.
- G. District and/or City staff will coordinate and schedule with successful vendor when an event is being developed. District and/or City staff will inform and confer with successful vendor of event theme, budget and restraints, recording locations, audience, and final distribution. Successful vendor will make up and itemized quote of approximate hours and labor costs from the cost proposal for each event that will be reviewed by both parties and agreed to by District and/or City staff.

XVII. Drone Footage

- A. Responding vendors should describe any Unmanned Aerial Vehicle based video recording capabilities. Most events involve audiences and possibly large crowds of bystanders and take place at open public venues. Vendors must provide evidence of having met F.A.A. and State of CT licensing and insurance requirements, if any, for these activities.

EXTERNAL MAIL- This email originated from outside the District. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Please see response below.

Kevin McCaffery

Director of Purchasing

City of Waterbury

235 Grand Street

Waterbury, CT 06702

kmccaffery@waterburyct.org

T: 203.574.6747 | F: 203.597.3437



From: Dave Therault <dave@therault.com>

Sent: Wednesday, January 19, 2022 4:58 PM

To: Kevin McCaffery <kmccaffery@waterburyct.org>

Subject: Re: RFP #7021 - Revised Cost Proposal

Kevin, I agree to the revised specification on Attachment D, Page 47, as set forth in your email message, and quoted below in my reply.

Than you for your message. Stay well!

Dave Therault

206 Charlotte Street

Waterbury, CT 06704

dave@therault.com

DETstudios.com

DETSportsMedia.com

203-233-8222

419-715-4420 (fax)

On Jan 19, 2022, at 4:10 PM, Kevin McCaffery <kmccaffery@waterburyct.org> wrote:

Dave

The selection committee has an additional question/request.

On Attachment D, Page 47 of the RFP specifications, Section XI of the Scope of Services, the Selection Committee would like to revise the specification to read as follows:

XI - YouTube Channel

A. Vendor will be responsible for creating a YouTube channel(s) for the City of Waterbury and the Waterbury Board of Education with channel(s) ownership belonging to the respective City Department

and channel(s) access information shared with staff designated by the City Clerk and Waterbury Public Schools/Board of Education.

Please confirm that this is something you can agree to.

Kevin McCaffery
Director of Purchasing



David Edward Therault Studios LLC

**Revised Cost Proposal
(Best and Final)**

**The City of Waterbury
Waterbury Public Schools**

RFP #7021

Digital Recording of Various Meetings

Dear Mr. McCaffery,

I was very pleased to receive your letter providing my company the ability to enter into negotiations on RFP #7021. This document is my revised cost proposal reflecting my best and final offer.

As a general preface, I'll point out that this offer decreases the profit component of my previous cost schedule for meetings, special events, and sporting events by 20%. I am not able to move on the other components of labor, project-specific costs, and overhead, as these are true hard costs.

Here are the details of my best and final offer.

I have a five-year historical view on performing these services for the City, during which time my business has come up short on labor costs, and lost on overhead, with no profit. This lookback has helped me craft a proposal in which I believe I can cover costs and earn a small profit. My current cost proposal is well below the low market price. For example, my proposed hourly labor cost of \$40-50 could be compared with a customary range of \$70-120 per hour for professional video services.

You ask in your letter that I specify a tiered cost schedule for BOA/BOE meetings that are 3 hours or less of live production and more than 3 hours of live production. Perhaps a further breakdown of what, in my description, "live production" entails will be useful. Specifically, I have considered setup and post-meeting striking or teardown in the live production allocation of 5 hours for labor.

Setup for meetings, whether multiple-camera coverage for in-person meetings or multiple computers and networking for virtual meetings, is typically 2 manhours. Striking or teardown is typically 1 to 1.5 manhours. This leaves approximately 2 hours for the meeting duration itself. (The 2-hour setup also considers that the live broadcast process starts 20 minutes before the meeting convenes, and that it is advisable to include in the setup allocation a pre-show buffer of time to be able to comfortably accommodate any technical issues which may, and do, arise. The buffer should ideally be 15-30 minutes.) This means that any meeting with a duration of 2 hours completely consumes the remaining allocated hours for live production. The cost schedule is structured with the intention that service for any meeting with a duration longer than 2 hours is provided to the City at no additional cost.

Therefore, the tiered cost schedule in my offer is the same for meetings of any length.

Live Production Labor Cost Breakdown

Setup – 2 hours

Meeting Duration – 2 hours

Teardown – 1 hour

TOTAL – 5 hours

Realized Hourly Labor Costs (based on meeting duration)

Meeting Duration:

2 hours - \$50/hr

3 hours - \$42.85/hr

4 hours - \$37.50/hr

Please note that, in my original cost proposal, I may have misunderstood what is meant by "per occurrence events" and reversed the descriptions of the two types of events. I have flipped the titles of the categories here. I hope this correctly matches the descriptions to the categories set forth in the RFP.

I thank you for taking the time to read and consider the discussion presented here. I have carefully calculated the lowest costs under which I can operate and still produce content with the high production values I am currently providing.

It has been an honor to serve the City of Waterbury for the past several years, during which time, I have striven to provide a product which, in some small but continually improving way, contributes to the dignified stature of Waterbury, the city we all love. If awarded this contract, I intend to continue on the same path.

Sincerely,

David Therault

BOA/BOE Meetings

Cost per meeting: \$576.00

Breakdown:

Staff

\$300.00 (6 hours at \$50/hr)

5 hours of live production

1/2 hour of graphics/media pre-production

1/2 hour editing

Call-In Studio (for public callers)*

\$50.00 per meeting

Project-Specific Costs

(equipment amortization)

\$100.00

General Business Operations Overhead

\$70.00

Profit

\$56.00

* The cost will be reduced by \$50.00 for any meeting where the public can attend in-person and the call-in service is not needed.

Sporting Events

Cost per event: \$324.00

Breakdown:

Staff

\$240.00 (6 hours at \$40/hr)

3-1/2 hours camera operation

2 hours announcer service

1/2 hour editing

Project Specific Costs

(equipment amortization)

\$30.00

General Business Operations Overhead

\$30.00

Profit

\$24.00

Special Events (per occurrence events)

Cost per event: \$546.00

Breakdown:

Staff

\$350.00 (7 hours at \$50/hr)

4 hours of live production

3 hours editing

Project Specific Costs

(equipment amortization)

\$70.00

General Business Operations Overhead

\$70.00

Profit

\$56.00

Special Events (not classified as per occurrence events)

The following general information is provided as a guide for understanding how the proposer plans to approach special events, outside of the per occurrence schedule.

Larger events, such as outdoor commencement ceremonies may require additional staff and equipment, as well as ancillary services. Hourly rates for staff will be consistent with the \$50/hr set forth for the other services in this proposal.

As an example, the proposer provided services for the high school commencements held at Municipal Stadium, which included a main production crew of 4 persons to operate 5 cameras, a drone, and the live production hub for streaming and TV broadcast. Additionally, sound reinforcement was provided by the proposer using a subcontractor.

The Gathering is another example, where 3 camera operators were used to cover the parade and large event, as well as capture drone footage.

Two camera operators manning 4 cameras and a drone were employed for the Christmas Tree Lighting.

Considerably more editing time is involved in such projects.

David Edward Therault Studios LLC

Proposal for

**The City of Waterbury
Waterbury Public Schools**

RFP #7021

Digital Recording of Various Meetings

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Proposer Information

Proposer: David Edward Therault Studios, LLC

Date Formed: May 13, 2010

Business Type: LLC

Years Providing Video Production Services Under This Business Name: 11

Principal: David Therault, General Manager

Experience, Expertise, Capabilities

Philosophy Statement and Business Focus

As a provider of video production services for the City of Waterbury and Waterbury Public Schools for several years, and as a Waterbury resident with longtime ties to the city, the principal has grown in a deepening concomitant appreciation of the mission and vision of the City and has a philosophy of service that can best be expressed as a love of Waterbury, and a genuine caring toward the City's residents, officials, employees, and students. Every effort is made to ensure that this philosophy is reflected in the proposer's work product.

Through this work, the principal has shaped and developed the primary business focus in large part to meet the needs of the City specific to the services described in this proposal. This encompasses equipment acquisition as well as developing areas of expertise needed to provide the services. The proposer's business focus relevantly includes:

- Recording, broadcasting, and streaming of meetings and events (in-person and virtual)
- Recording and streaming of sporting events
- Video production of special projects including elements of "in real life" (IRL) recording, interviews, and graphic and motion design

Summary of Relevant Experience

Discussion of Proposer's Video Products for the City

The proposer has recorded and broadcast hundreds of Board of Aldermen and Board of Education meetings for the City in the past several years, and has recorded special events for the City from small productions to large productions such as the City's high school commencements at the Palace Theater and live television TV broadcast at Municipal Stadium (which included the services of 5 manned cameras, drone, and sound reinforcement).

The proposer has recorded hundreds of sporting events for the City in the past several years.

The proposer has produced special projects for the City's various departments including recruitment and promotional videos for Waterbury Public Schools, and PSAs for the Public Health Department.

The principal is a highly skilled FAA certified drone pilot, and the proposer's aerial photos are used prominently on the City's various websites. The proposer recently produced two videos featuring drone video for the City at the new Wendell Cross School, including a video tour using indoor drone work. The proposer has also produced aerial videos for City construction projects and large events such as the Gathering.

The principal designed and implemented the new media center system at Skye Cable XIII that the City now uses for live and archival TV broadcast. The newly implemented media center system allows for TV broadcasting of videos hosted on YouTube and other platforms. This has made it possible for the proposer to produce live TV broadcasts for the City from any location with an adequate internet connection, and has truly modernized the government and educational channels. The proposer has produced live TV broadcasts from the Waterbury Green (2020 Christmas Tree Lighting) and Municipal Stadium (WPS High School commencement ceremonies), the Palace Theater, and well as several live TV broadcasts from WPS school facilities.

Lastly, not so much a skill, but certainly an asset is the principal's many long relationships with city officials and employees, educational leaders, and teachers. These relationships, and a comprehensive acquaintance with the school buildings are helpful in facilitating the ability for the proposer to fulfil the visions of the Mayor and Superintendent of Schools.

Production for Other Organizations

Client: HockeyTech
Jennifer Mitchell
Senior Manager, Product and Projects
180 Columbia Street West
Third Floor
Waterloo, Ontario N2L 3L3
Canada
855-333-5269 Ext. 209

Projects: The proposer has provided streaming services of hockey games throughout the Northeastern United States since 2010 on HockeyTech's platform, HockeyTV. During this time the proposer has streamed over 10,000 hockey games for HockeyTech. Services are performed at events spanning the course of several days. In the years 2018-2021 the proposer was awarded 27 contracts with HockeyTech with aggregate budgets totalling \$174,000.

Service Dates: 27 contracts from 2018-2021
Services: Sports video camera operation and engineering, and streaming
Budget: Total budgets of \$174,000

All projects were completed within the original timeframe and budget.

Client: Middlesex Community College
Daniel Nocera
Coordinator of the Center for New Media
100 Training Hill Road
Middletown, Connecticut
06457
860-343-5812

Project: State of Connecticut DEEP Project Blue Plan
Service Dates: October 8, 2018 - December 18, 2018

Services: Aerial Video Production raw footage

Budget: \$4,090.00

The project was completed within the original timeframe and budget.

Client: Paraco Gas

Jack Woods

Business Development Coordinator

800 Westchester Avenue

Rye Brook , NY 01573

800-647-4427

Project: Promotional Videos

Service Dates: November 8, 2018

Services: Ground and drone camera video, editing

Budget: \$4,000.00

The project was completed within the original timeframe and budget.

Client: Worx Branding

Brian Kelley

Senior Art Director

18 Waterbury Road

Prospect, CT 06712

203-758-3311 Ext 322

Project: Bristol Health

Service Dates: June 21-23, 2018

Services: Aerial Video Production raw footage

Budget: \$600.00

The project was completed within the original timeframe and budget.

Project: Chase Collegiate Grounds

Service Dates: August 21-22, 2019

Services: Aerial Video Production raw footage

Budget: \$800.00

The project was completed within the original timeframe and budget.

Client: Skye Cable XIII

Stephen Mindera

President

117 Sharon Road

Waterbury, CT 06705

203-755-1113

Project: New Media Center

Service Dates: July 19 - September 9, 2020

Services: Design, Implementation, and Deployment of a Media System, Procurement and Installation of Hardware, Staff Training and Support

Budget: \$9,555.00

The project was completed within the original timeframe and budget.

Purchase Orders with the City 2018-2021

149316

149358

149524

161670

161671

167933

169023

169698

169707

169735

177806

178051

178382

187230

196080

Personnel Listing

David Therault

Principal

Job Classification: Videographer (meetings, sporting events, special events,)

Gabriel Humphrey

Job Classification: Videographer (meetings, sporting events, special events)

Justin DaSilva

Job Classification: Videographer (sporting events, special events)

Deborah Therault

Job Classification: Videographer (meetings, sporting events, special events)

Al Coles

Job Classification: Videographer (sporting events, special events)

Antonio Coles

Job Classification: Videographer (sporting events, special events)

Mitchell Beck

Job Classification: Play-by-Play Announcer (sporting events)

David Woodruff

Job Classification: Play-by-Play Announcer (sporting events)

Thomas Felice

Job Classification: Play-by-Play Announcer (sporting events)

Christopher Saunders

Job Classification: Play-by-Play Announcer (sporting events)

Nathan Zielinski

Job Classification: Play-by-Play Announcer (sporting events)

Conflicts of Interest

The proposer does not have any business, financial, or personal conflicts of interest with the City.

Statement of Qualifications and Work Plan

Qualifications

The principal received an AA degree in Broadcast Communications / Cinema, and an AA degree in Graphic Design / Multimedia from Middlesex Community College, Middletown, Connecticut in May 2011. Prior to that, he began a sole proprietor business recording sporting events, in 2008.

The principal is skilled in all aspects of video and audio production:

- Pre-production (concept, storyboard, scriptwriting, planning, scheduling, project management)
- Production (camera, lighting, set design, direction)
- Live Event Streaming (capable of complex design and branding of live streaming/broadcast production)
- Post Production (editing, music and sound design, graphic and motion design)
- Aerial Photography/Videography

In the past 11 years, the business has streamed or broadcast over 15,000 sporting events. The principal has individually recorded over 3,000 sporting events and is a highly skilled sports video camera operator.

All videographers for the proposer have extensive experience and expertise and/or requisite educational background. All are personally trained by the principal in live production and effective camera operation, including sports camera operation — a specialized set of skills.

All play-by-play announcers for sporting events have extensive experience and expertise and/or requisite educational background. The proposer has on its roster for the City's sporting events some of the best regional voice talent.

Work Plan

(Please note that in large part, this work plan is descriptive of the service the proposer is currently providing to the City.)

BOA/BOE Meetings

(There are elements of the work plan common to both BOA and BOE Meetings. They described in this section.)

Meetings may be convened in-person or virtual over the Zoom platform. Virtual meetings have been prevalent and customary during the pandemic. It is also possible that a period of time may occur during which meetings may be convened in a hybrid format in which some board members are in-person at the meeting location and some may participate virtually.

The vast majority of meetings will be staffed with one video producer.

STEP ONE

Capturing video and audio of the meeting proceedings

In-Person Meetings

A minimum of three camera angles will be used:

- 1) A lock-off on the presider
- 2) A gallery/follow shot
- 3) A reverse shot to public speaker or presenter lectern

The video feeds from the cameras and the audio from the house PA system will be taken into a state-of-the-art high definition live production hub.

Virtual Meetings

Board members participate in the meeting via Zoom. The Zoom feed will be taken into a state-of-the-art high definition live production hub.

Hybrid Meetings

Board members may participate in the meeting in-person on camera, or virtually via Zoom. The camera feeds and house audio will be taken into the Zoom meeting so that virtual participants will be able to see and hear those participating in person. The Zoom meeting will be displayed on monitors (provided by the City) at the meeting location so that those participating in person can see the Zoom participants. A second PA system provided by the proposer will be set up so that those participating in person will be able to hear the Zoom participants.

The camera feeds and Zoom meeting feed will be taken into the live production hub.

Phone Calls from the Public: The proposer will maintain a system for handling phone calls from the public for virtual meetings where the public is not permitted to attend in-person to make public comments. Currently the proposer subscribes to the Call-In Studio service and provides that for the Board of Education meetings. The same service is maintained by the City IT department for use in other meetings such as the Board of Aldermen. The Call-In Studio service is capable of call routing, call stacking, connecting a single call to the Zoom meeting (using its own proprietary connection), control calls through a web interface, and provide for call recording and logging. The proposer will maintain this system for all BOA/BOE meetings.

STEP TWO

Switching between camera angles, adding various elements, and branding the meeting in the live production hub

The live production hub consists of video switchers (mechanical or computerized, or both), audio mixer, controllers, streaming device, and outputs for legacy TV broadcast (where appropriate).

The live production hub is capable of adding elements to the mix by playing ancillary media such as video clips, PowerPoint presentations, photos, and other graphics.

The live production hub is capable of and will utilize various picture-in-picture effects.

The live production hub will add chyron graphics (lower thirds graphics identifying the meeting and participants) to the live mix.

The media player, PIP effects, chyron graphics, and background and overlay graphics and effects have been designed and are currently being provided at all City meetings by the proposer as a means of creating a branded look for the meetings, for public viewing via TV broadcast and live stream.

STEP THREE

Recording and Live Feed (streaming the video production to the internet and broadcasting to TV)

Until 2020, a direct connection to a Comcast fiber optic portal was required in order to broadcast live on the government access channel 96 or the educational access channel 16. Two such portals currently are in place — in Aldermanic Chambers, and in the WAMS cafeteria. Meetings or events taking place in other locations could only be broadcast on TV and from archival recording.

In 2020, the proposer designed, installed, and deployed a new media system in the Skye Cable facility which will convert a livestream from internet platforms such as YouTube for live TV broadcast. This is the system currently used by Skye Cable for all live remote broadcasts.

The streaming engine in the live production hub will stream the meeting to YouTube. The proposer's video production staff on location will use a web browser session to program the Skye Cable media system remotely to for TV broadcast on the government access channel from the live YouTube stream.

Redundant Connectivity: The existing direct fiber optic portals are now in legacy status. When producing meetings live from Aldermanic Chambers or WAMS cafeteria using the new media system, a redundant connection will be made to the existing legacy fiber optic portals to carry video and audio output from the live production hub in the event that the new media system is not functional. This requires Skye Cable staff to be in the studios to make a manual change in routing the signal to bypass the new media system. The new media system is cloud-based and experienced an outage that impacted a City government meeting once in the past year since it has been in use. In that case, Skye Cable was able to use the legacy fiber portal in Aldermanic Chambers to pick up the output from the live production hub. Such redundant connectivity is

important for City meetings, especially during the pandemic when the public cannot attend meetings in person.

A high-definition recording of the meeting will be made in the live production hub. In the case of Zoom meetings, a recording of the Zoom session will also be made. When using either YouTube platform or the direct fiber portal, it is necessary to start the stream or broadcast before the meeting start time to ensure that the stream and broadcast are functional. The live production hub recording will be edited to remove defects and downtime such as a pre-program announcement slate, or a BOE executive session. When appropriate, PSAs produced by the City will be added to the head and tail of the recording. The resulting edited recording will be uploaded to YouTube within three days for viewing on the platform and for rebroadcast through the Skye Cable new media system. The final recordings may be aired on the government access channel and/or the educational access channel. A link to the edited uploaded recording on YouTube will be provided within three days to the designated City department staff member.

The proposer's staff will coordinate with City Clerk staff and the Clerk to the Board of Education, and with Skye Cable staff to schedule live broadcasts and rebroadcasts of BOA/BOE meetings.

BOE Meetings Only

Board of Education Workshops when convened in-person may be in various locations. Workshops will be streamed and broadcast live on Skye Cable using the streaming engine of the live production hub. In these locations, the redundant legacy fiber system will not be available.

Recordings will be compatible with the audio standard broadcasting of the educational access channel at Sky Cable.

Sporting Events

All sporting events will be staffed by the proposer with a two-person crew, a videographer and a play-by-play announcer.

The videographer will be specially trained by the proposer to in the art of sports video camera operation. This is highly specialized skill which (to perform to the high standard maintained by the proposer) requires experienced camera operators many hours of further study and practice.

All announcers will be trained professionals with educational backgrounds in announcing and communications.

A high definition recording will be made of each event. Each recording will be edited in post production to include identifying and branding graphics and uploaded to the Education Department's YouTube account. A link to the video for play or download will be provided to the recorded team's designee and the Supervisor of Health and Physical Education within 5 business days.

Currently, the proposer is also live streaming all sporting events on each Waterbury Public High School's YouTube account. Coaches appreciate the immediate availability this affords them. If desired, this practice will continue.

A year-end highlight video will be produced. Two copies will be delivered on flash drives to the Supervisor of Health and Physical Education for review and approval. The approved highlight video for 2021-2022 season will be made available for TV broadcast on the educational access channel and uploaded to the YouTube account on or before July 1, 2022. Each subsequent year for the duration of the contract, the highlight video will be uploaded and broadcast on or before July 1.

Special Events (not classified as per occurrence events)

Multiple camera angles are desirable at events for an ideal final edited product. For the vast majority of events, two or three cameras will be put into service, manned by one operator. This is the approach the proposer currently uses for the City's special events.

Recorded high definition video files from each camera will be edited with titling and lower thirds graphics added. The edited product will be uploaded to the appropriate City YouTube account and a link for play and download provided to designated City staff.

It is sometimes appropriate and possible to live stream and broadcast on cable access TV a special event. Examples are indoor events such as ceremonies, convocations, and talent shows. The relative convenience of adding live streaming and broadcasting to appropriate indoor special events makes it possible for the proposal to include that level of service when possible.

Live streaming and live TV broadcast of outdoor events adds significant technical challenges to the production of such events but can be added in certain circumstances where desired.

Special Per Occurrence Events

The proposer offers full-service video production for events including multicamera recording, remote studio lighting, multipoint audio capture, sound reinforcement, and FAA certified aerial drone piloting with concomitant video recording. Post production can include graphic and motion design, animation, sound design, and music.

Drone Footage

Aerial video and photo work can be added to Special Events. Events that are being remotely live streamed and/or broadcast on the government access channel can incorporate real-time drone video into the live mix.

External Hard Drive

Approved external hard drives will be purchased for onsite storage by:

- The Proposer
- City Clerk
- Clerk of the Board of Education
- Health and Physical Education
- Communications

All recordings will be saved to an approved hard drive and stored at the proposer's premises, to be relinquished to designated City staff upon completion of the proposer's contract term.

Links for download will be send to designated City staff within 3 business days of live broadcast.

Services Expected of the City

It is essential that a wired high-speed internet connection be provided at locations (interior and exterior) where live streaming and TV broadcasting services are being provided.

For meetings and events where a display monitor is required for audience or participant viewing (such as for media presentations or in hybrid virtual/in-person meetings) the proposer would request that such monitors be provided by the City.

Insurance

The proposer carries general liability insurance of \$1,000,000 per occurrence and \$2,000,000 aggregate.

The proposer also carries aviation insurance on its drone inventory and certified pilot of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Both of these policies have additional riders endorsing the City.

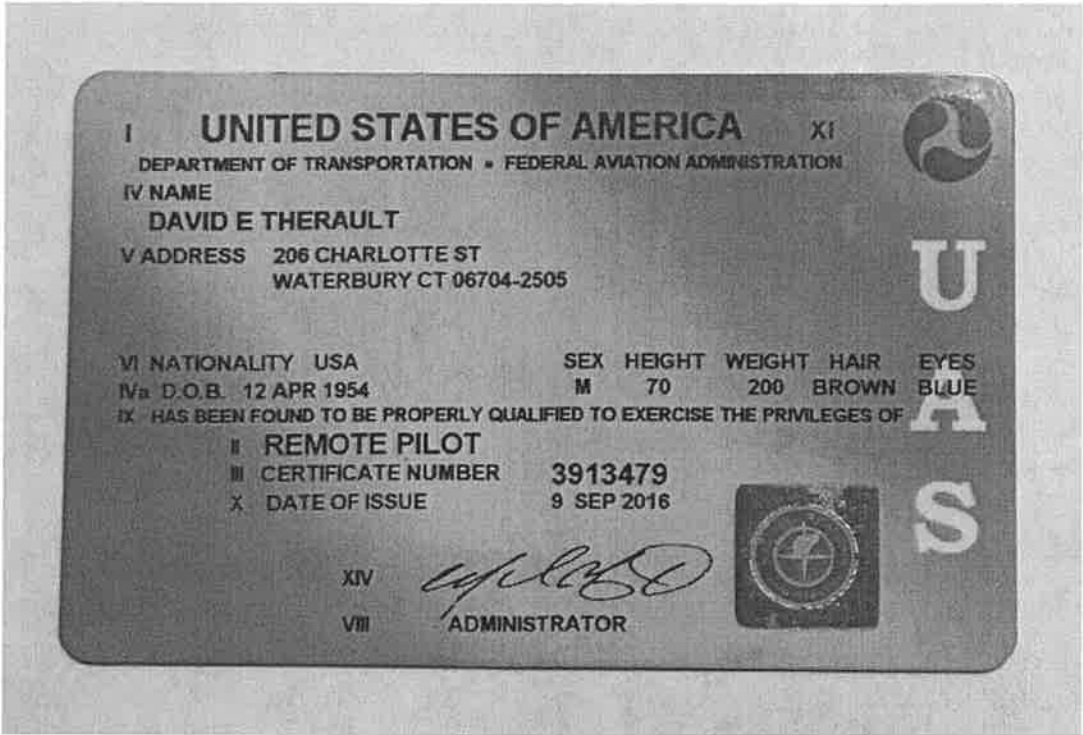
Both of these policies have a blanket waiver of subrogation.

Neither policy is claims based, but are occurrence based.

Cost Schedule (separate envelope)

FAA Certification

The proposer’s principal, David Therault, has been an FAA certified remote pilot since September of 2016 and has passed two bi-annual recurrent tests.



Equipment Inventory

The professional video and audio equipment listed here and owned by the proposer are sufficient to accommodate all demands made upon inventory for simultaneous meetings, special events, and sporting events. It is of note that acquisition of equipment has been in response to meetings and events recorded for the City under past contract. Inventory is sufficient to maintain adequate services in consideration of inevitable downtime for repairs.

CAMERA

- 4 - 4K camcorders with professional audio/video i/o ports for connecting to production equipment
- 6 - High Definition camcorders with professional audio/video i/o ports for connecting to production equipment
- 2 - 4K full sensor cinema cameras with wide angle and telephoto zoom lensing
- 3 - Professional 4K camera drones
- 8 - Wireless video transmitter/receiver kits
- 2 - Gimbal handheld camera stabilizers
- 1 - Teleprompter

CAMERA SUPPORT

- 14 - Professional tripods
- 1 - Jib crane
- 1 - Motorized slider dolly
- 1 - Manual slider dolly

AUDIO

- 8 - Audio mixers
- 8 - Microphone/headsets (for sports announcing)
- 2 - 4-channel audio recorders
- 6 - Wireless lavalier microphones
- 2 - Wireless "stick" microphones
- 8 - Wired stick microphones

LIVE PRODUCTION

- 8 - High definition video production switchers with streaming engines

POST PRODUCTION

3 - Video editing workstations

LIGHTING

6 - LED soft lights

4 - Halogen hot lights

5 - Soft boxes ranging in size up to 60 inches

14 - Light stands

1 - 3-point strobe kit for still photography

Information Regarding Failure to Complete Work, Default and Litigation

Responses:

- a. Have you ever failed to complete any work awarded to you? If so, where and why? NO
- b. Have you ever defaulted on a contract? If so, where and why? NO
- c. Is there any pending litigation which could affect your organization's ability to perform this agreement? If so, please describe. NO
- d. Has your firm ever had a contract terminated for cause within the past five years? If yes, provide details. NO
- e. Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details. NO
- f. During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details. NO
- g. Are there any other factors or information that could affect your firm's ability to provide the services being sought about which the City should be aware? NO

Additional Data

The proposer agrees to accept the City's standard agreement language in Attachment B of the RFP, and is prepared to comply with all terms set by the City, including those in the Contract Compliance Packet (Attachment A).

The proposer's principal, David Therault, would like to thank Mr. McCaffery and the Purchasing Department review staff for the opportunity to submit this proposal for consideration.

Authorization and Request to Furnish Information

David Therault, the proposer's principal, hereby authorizes and requests that any persons, firm, or corporation listed herein please furnish any information requested by the City of Waterbury in verification of the recitals included in this response to RFP #7021.

LIMITED LIABILITY COMPANY RESOLUTION

I, David Therault, hereby certify that I am the duly authorized and acting Member / Manager (circle one) of David Edward Therault Studios LLC, a limited liability company organized and existing under the laws of the State of Connecticut, do hereby certify that the following facts are true and were taken from the records of said LLC.

The following resolution was adopted at a meeting of the LLC duly held on the 27th day of February, 2022.

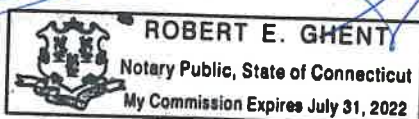
"It is hereby resolved that David Therault is authorized to make, execute and approve, on behalf of this LLC, any and all contracts or amendments thereof".

And I do further certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand and affix the company seal of said David Therault, LLC this 10th day of March, 2022.

David Therault
Manager/Member

Suwan & Libs, Ltd to this 10th
12th March 2022



CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202__)
Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders or Contracts with the City

A. Contracts

No Contracts with the City



--

(Service or Commodity Covered by Contract)

--

(Term of Contract)

--

(Service or Commodity Covered by Contract)

--

(Term of Contract)

--

(Service or Commodity Covered by Contract)

--

(Term of Contract)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202__)
Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City



(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202__)
Persons or Entities Conducting Business with the City

II. Financial Interest Disclosure

(Public Officials, Employees or Board and Commission Members with interest in
Person or Entity Conducting Business with the City)

**No Officials, Employees or Board and Commission Members with
Financial Interest**



(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §39.061 of the Code of Ordinances.

2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 39 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 39.101 of said Code.

3. I understand that I must file with the City Clerk, within fifteen (15) days following any reportable occurrence, any amendments to the Annual Statement.

I have read and agree to the above certification.

David Edward Therault Studios LLC
(Name of Company, if applicable)

David Therault
Signature of Individual (or Authorized Signatory)

02-27-2022
Date

David Therault - Owner
Print or Type Name and Title (if applicable)

DELIVERED

| By Mail

☐

Hand-Delivered

☐

**City of Waterbury Certification
Regarding
Debarment, Suspension, Ineligibility and Exclusion**

If the transaction is Federally funded, in whole or in part (including pass through grants to state and/or municipal government), this certification is required by the regulations implementing one or more Presidential Executive Orders. If this transaction is funded by the State of Connecticut, in whole or in part, this certification is required in accordance with one or more State of Connecticut general statutes.

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal, State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended,

declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.

7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

- (1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.
- (2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

Full Legal Name and address of Recipient, Vendor, or Contractor:

David Edward Therault studios LLC
206 Charlotte Street
Waterbury, CT 06704

Print Name and Title of Authorized Representative:

David Therault

Signature of Authorized Representative:

David Therault

Date: *02-27-2022*

CITY OF WATERBURY

DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

- (a) "Contract" means any Public Contract as defined below.
- (b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.
- (c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.
- (d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

State of Conn

SS.: Waterbury

County of North Haven

Richard E. Theraut, being first duly sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or** Member of David E. Theraut (Contractor's Name), the Contractor that has submitted the attached agreement. studios LLC

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

☒ The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

☐ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

☒ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury

CITY OF WATERBURY

DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

X Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 <i>None</i>				
2				
3				
4				

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 <i>none</i>				
2				
3				
4				

(b) The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized) :

Organization Name	Address	Type of Ownership
1 <i>none</i>		
2		
3		
4		

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five

CITY OF WATERBURY

DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

(25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	DOB	Stock %
1 none			
2			
3			
4			

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1 none				
2				
3				
4				


(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:


TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1 none		
2		
3		
4		

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's agreement with the City of Waterbury.

For Partnership/Sole Proprietor

In presence of:


Witness
Deborah Therault


Name of Partnership/Business
David Edward Therault Studios LLC

CITY OF WATERBURY

**DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY**

By: _____
Name of General Partner/ Sole Proprietor

Address of Business

State of Conn)

) SS

County of Newtown

_____ being duly sworn,

Deposes and says that he/she is _____ of _____ and that
he/she answers to the foregoing questions and all statements therein are true and
correct.

Subscribed and sworn to before me this _____ day of _____ 202_.

(Notary Public)

My Commission Expires: _____

For Corporation

Witness

Deborah Therault
Deborah Therault

David Therault
Name of Corporate Signatory

206 Charlotte St, Waterbury
Address of Business CT 06704

Affix
Corporate
Seal

David Therault
By: David Therault
Name of Authorized Corporate Officer

Its: Principal
Title

CITY OF WATERBURY

**DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY**

State of Conn)

) SS

County of New Haven)

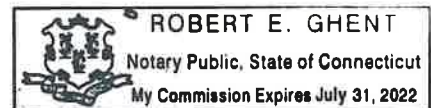
David Edward Thorau being duly sworn,

deposes and says that he/she is Member of Studio CC and
that he/she answers to the foregoing questions and all statements therein are true and
correct.

Subscribed and sworn to before me this 10 day of March 2022.

My Commission Expires:

(Notary Public)





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/10/2022

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 CS&S/INSUREON PO BOX 958489 LAKE MARY, FL 32746-8989 Phone - 888-622-8931 Fax - 877-763-5122	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Continental Casualty Company		20443
	INSURER B :		
INSURED DAVID EDWARD THERAULT STUDIOS LLC 206 CHARLOTTE ST WATERBURY, CT 06704	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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	N	6012244387	06/26/2021	06/26/2022	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000						
	MED EXP (Any one person) \$ 10,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED <input checked="" type="checkbox"/> AUTOS ONLY <input type="checkbox"/> HIRED <input type="checkbox"/> AUTOS ONLY	N	N	6012244387	06/26/2021	06/26/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$							EACH OCCURRENCE \$
							AGGREGATE \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is added as an additional insured as provided in the blanket additional insured endorsement as it pertains to work being performed by the named insured under written contract.

CERTIFICATE HOLDER

The City of Waterbury and
The Board of Education
235 Grand Street
Waterbury, CT 06704

CANCELLATION

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/11/2022

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 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 GEICO Insurance Agency, Inc. 1 GEICO Blvd Fredericksburg, VA 22412	CONTACT NAME: GEICO Insurance Agency, LLC PHONE (A/C. No. Ext): 8008413000 FAC (A/C. No.): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: NATIONAL LIABILITY & FIRE INSURANCE NAIC # 20052 INSURER B: COMPANY INSURER C: INSURER D: INSURER E: INSURER F:
-----------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

COVERAGES CERTIFICATE NUMBER: 517,161 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPI/OP AGG \$ \$
A	AUTOMOBILE AUTHORITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	Y	73APG113076-01	03/15/2022 12:01 AM	03/15/2023 12:01 AM	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per Person) \$ N/A BODILY INJURY (Per accident) \$ N/A PROPERTY DAMAGE (Per accident) \$ N/A
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E. L. EACH ACCIDENT \$ E. L. DISEASE - EA EMPLOYEE \$ E. L. DISEASE - POLICY LIMIT \$
							\$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The Company agrees to provide 30 days advance notice to the Certificate Holder when this policy is cancelled.

Certificate Holder is named as Additional Insured on this Auto policy, and a Waiver of Subrogation is issued in its favor.

Year, Make, Model, VIN	Collision	Comp or Spec. Caus.	Stated Amount	Phys. Dam. Deductible	In-Tow Limit	Cargo Limit
1999 JEEP GRAND CHEROKEE 1J4GW58SXXC663174	Covered	Comp	15,000	500/500	N/A	N/A

CERTIFICATE HOLDER

THE CITY OF WATERBURY AND THE BOARD OF EDUCATION
235 GRAND ST
WATERBURY, CT 06702

CANCELLATION

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

Tom y

Certificate Of Insurance

Yearly Drone Liability & Hull

David Therault, David Edward Therault Studios LLC

Policy number: 600004337-19

Policy period:

March 11,2022 01:14 AM - March 11,2023 01:14
AM EST

Certificate Issued by:



Underwritten by:

STARR
INSURANCE COMPANIES



Certificate Of Insurance

Name Insured: David Therault, David Edward Therault Studios LLC

Address: 206 Charlotte Street, Waterbury , CT, 06704

Additional insured: The City of Waterbury and The Board of Education, 235 Grand Street, Waterbury, CT, 06701

THE CERTIFICATE HOLDER IS PROVIDED A WAIVER OF SUBROGATION

Policy Period: March 11, 2022 01:14 AM - March 11, 2023 01:14 AM EST

Policy Number: 600004337-19

Coverage Territory: Within the United States of America

Issuing Company: Starr Indemnity & Liability Company March 11, 2022 01:14 AM EST

Scan/Click To Validate:



This is to certify that the policy listed here in have been issued providing coverage for the listed insured as further described. This certificate of insurance is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract, or other document with respect to which this certificate of insurance may be concerned or may pertain, the insurance afforded by the policy listed on this certificate is subject to all the terms, exclusions, and conditions of such policy.

Liability Limit: \$1,000,000

Memorandum

To: Kevin McCaffery, Purchasing Director

From: Will Zhuta, IT Director, Department of Education Computer Technology Center

Date: January 20, 2022

Re: RFP No. 7021 – Digital Recording of various meetings and events

The responses to the request for proposal, RFP No 7021 for the Digital Recording of various meetings and events were received on December 29, 2021.

The Selection Committee was comprised of the following five (5) members:

Will Zhuta, Director of Technology
Angela Battle, City Clerk
Joseph Gorman, Health and Phys. Ed. Supervisor
Charles Machokas, WAMS Sound and Lighting
Carrie Swain, Clerk to the Board of Education

Responses were received from one (1) Firm. The Firm's response was thoroughly reviewed and discussed by the Selection Committee and declared as qualified. The respondent was requested to provide a tiered cost structure to include provisions for if a meeting would last less than three (3) hours. This revised cost structure was provided and approved by the committee. The Committee requested if the respondent would approve an adjustment to the specifications that would provide for City and BOE ownership and access to the YouTube station to be secured by the Vendor. This change was approved by the respondent. The Selection Committee met virtually on January 20 to discuss and vote on approval. The Selection Committee voted unanimously to award the Digital Recording of various meetings and events contract to David Edward Therault Studios, LLC.

DAVID EDWARD THERAULT STUDIOS, LLC

ACTIVE

206 CHARLOTTE STREET, WATERBURY, CT, 06704, United States

BUSINESS DETAILS

Business Details

General Information

Business Name

DAVID EDWARD THERAULT STUDIOS, LLC

Business status

ACTIVE

Citizenship/place of formation

Domestic/Connecticut

Business address

206 CHARLOTTE STREET, WATERBURY, CT, 06704, United States

Annual report due

3/31/2021

NAICS code

Commercial Photography (541922)

Business ALEI

1004639

Date formed

5/13/2010

Business type

LLC

Mailing address

206 CHARLOTTE STREET, WATERBURY, CT, 06704, United States

Last report filed

2020

NAICS sub code
541922

Principal Details



Principal Name
DAVID EDWARD THERAULT

Principal Title
GENERAL MANAGER

Principal Business address
206 CHARLOTTE ST, WATERBURY, CT, 06704, United States

Principal Residence address
206 CHARLOTTE STREET, WATERBURY, CT, 06704, United States

Agent details



Agent name
DAVID EDWARD THERAULT

Agent Business address
206 CHARLOTTE STREET, WATERBURY, CT, 06704, United States

Agent Mailing address
206 CHARLOTTE STREET, WATERBURY, CT, 06704, United States

Agent Residence addresss
206 CHARLOTTE STREET , WATERBURY, CT, 06704, United States

Filing History



Name History



None

Shares



None

THE CITY OF WATERBURY
MEMORANDUM

From: Delinquent Tax Office

Date: 3/18/2022

To: Jerry Gay- Contract Manager
Department of Education

Subject: Tax Clearance

As of this date, the records in the Tax Collector's Office indicate that the following **is not delinquent**.

David Edward Therault Studios, LLC
206 Charlotte St.
Waterbury, CT 06704

If you have any questions regarding this issue, do not hesitate to call our office at (203) 574-6815.

Very truly yours,



NJO/wmf

Nancy J. Olson, CCMC
Deputy Revenue Collections Manager
City of Waterbury

Memorandum

To: Board of Aldermen

From: Will Zhuta, Director of Technology, Department of Education
Dan Barry, Director of Security, Department of Education

Date: March 31, 2022

Re: **Board of Education and Board of Aldermen Approval Request / Executive Summary -**
Contract for School Security Video Surveillance and Access Control

The Department of Education Computer Technology Center respectfully requests your approval of the above-referenced \$ **1,868,892.76** contract for School Security Video Surveillance and Access Control between the City of Waterbury and Environmental Systems Corporation.

This contract was initiated under the Request for Proposal (**RFP #7221**). There were three bidders for this project with Environmental Systems Corporation, Inc., the most qualified responsible bidder.

This contract will allow the Waterbury Public Schools to work with a certified integrator who can meet the complex requirements of the current school security system. The integrator will design, install, train, and provide three years of support to the following 15 schools: **Adult Education, Bucks Hill Elementary, Wilson Elementary, Walsh Elementary, Bunker Hill Elementary, Maloney Magnet School, Sprague Elementary, Tinker Elementary, Gilmartin Pre-K – 8 School, Enlightenment School, Wilby High School, Crosby High School, Generali Elementary School, Reed Pre-K- 8 School, and Waterbury Arts Magnet School.**

The School Security Video Surveillance and Access Control system will consist of a new Milestone network digital video recording servers which will integrate with the WTBYPD, door access controllers, door nodes and strikes, Axis digital cameras, and new front door video entry systems.

Accordingly, attached for your review and consideration are 11 copies of the proposed contract, plus the Vendor Award letter as prepared by the Purchasing Department, the Successful Bidder's Bid Form and Disclosure and Certification of Obligations Affidavit Regarding Outstanding Obligation, plus a copy of the Tax Clearance issued by the Office of Tax Collections.

Please note that one complete set of Documents, including Contracts, Plans, and Specifications, has been placed on file with the City Clerk's Office.

Thank you.

Memorandum

To: Board of Aldermen/Board of Education

From: Will Zhuta, Director of Technology, Department of Education Computer Technology Center

Date: March 24, 2022

Re: **Board of Aldermen Approval Request / Board of Education**

Executive Summary - Contract for Comcast Internet vouchers between the **City of Waterbury** and **Comcast Cable Communications Management, LLC**

The Department of Education, Computer Technology Center, respectfully requests your approval of the above-referenced contract for Internet Essential Plus vouchers with Comcast Communications Management, LLC. The Waterbury Public Schools has been awarded 3,000 Internet Essential Plus Vouchers for Waterbury households. The award is valued at \$1,078,200.00.

Each voucher will provide an eligible Waterbury household with free:

- One year of high-speed internet access with speeds up to 100/5 Mbps
- No equipment or rental fees
- CIPA Internet Protection complaint security and parental controls

Those who qualify for programs like the National School Lunch Program, housing assistance, Medicaid, SNAP, SSI, Federal Pell Grant, and [others](#) are eligible.

The FCC established a \$7.17 billion government program called Emergency Connectivity Fund (ECF) to help schools and libraries provide tools and services needed for remote learning. The ECF program covers internet connectivity for students and school staff. Waterbury Public Schools is an eligible entity for the Emergency Connectivity Fund and is connecting Waterbury families to broadband access at home through Comcast's IEPP.

Accordingly, attached for your review and consideration are 11 copies of the proposed contract and Disclosure and Certification of Obligations Affidavit Regarding Outstanding Obligations Form plus a copy of the Tax Clearance issued by the Office of Tax Collections.

Please note further that one complete set of Documents, including Contract, Plans and Specifications, has been placed on file with the City Clerk's Office.

**Agreement
For
Comcast Voucher Program
Between
The City of Waterbury
Waterbury School District
And
Comcast Cable Communications Management, LLC**

1. Agreement. This Agreement (the “Agreement” or “Contract”) is entered into as the date of execution by the Mayor of the City of Waterbury, March 28, 2022 (the “Effective Date”) and is made by and between Comcast Cable Communications Management, LLC (“Comcast”) and the City of Waterbury, Waterbury School District (“Sponsor,” “City” or “Waterbury School District”) and sets forth the terms and conditions under which Comcast, or its operating Affiliate, will provide Service to certain people that (i) provide Comcast with a unique identifier described in Section 3 below and (ii) Comcast has verified and approved.

2. Definitions:

“Affiliate”: means an entity that controls, is controlled by, or is under common control with a party.

“Comcast Equipment”: means any and all facilities, equipment, or devices provided by Comcast, or its agents used to deliver the Service, including, but not limited to, cable modems and wiring.

“Comcast Subscriber”: means any Sponsor End User that (i) Comcast has verified and approved under the terms of this Agreement; (ii) agrees to the terms and conditions required by Comcast to receive Service; and (iii) is receiving Service at the Service Location.

“Comcast Subscriber Information”: means any Personally Identifiable Information collected after a Sponsor End User becomes a Comcast Subscriber”.

“Comcast Vouchers Application”: means the Waterbury School District’s (Sponsor’s) funding commitment request to the ECF, FCC Form 471, application No. ECF202104868.

“ECF”: means the Emergency Connectivity Fund program established by the Federal Communications Commission in its Report and Order (FCC 21-58), implementing regulations (Subpart Q of Part 54 of Title 47 of the Code of Federal Regulations), and any successor orders or regulations.

“ECF Funding Commitment Decision Letter”: means the letter dated November 8, 2021, notifying City of awarded funding commitment to the Waterbury School District from ECF upon its approval of the City’s Comcast Vouchers Application.

“ECF Reimbursement”: means a request to the Universal Service Administrative Company for payment from the Emergency Connectivity Fund.

“Education Records”: means records that are (i) directly related to a student and (ii) maintained by an educational agency or institution or by a party acting for the agency or institution.

“Internet Essentials Plus” means Internet Essentials service with download speeds of up to 100 Mbps and upload speeds of up to 10.0 Mbps.

“Sponsor End User Application”: means a Sponsor End User’s application (that contains the unique identifier described in Section 3 below) for the Service that has been approved by Comcast, in its sole discretion.

“Personally Identifiable Information” means: (i) name; (ii) mailing and email address; (iii) personal identifier, such as social security number, student number, or biometric record; (iv) other indirect identifiers, such as date of birth, place of birth, and mother's maiden name; (v) other information that, alone or in combination, is linked or linkable to an individual that would allow a reasonable person in the community, who does not have personal knowledge of the relevant circumstances, to identify the individual with reasonable certainty; or (vi) information requested by a person who the educational agency or institution reasonably believes knows the identity of the student to whom the education record relates.

“Sponsor End User”: means each family that (i) Sponsor provides with a unique identifier described in Section 3, and (ii) has one or more children residing in the household that are enrolled as a student with Sponsor for the 2021-2023 school year.

“Sponsor Information”: means the Personally Identifiable Information of a student or the student's parent or other family member that is (i) contained in the student's Education Records and (ii) provided by Sponsor to Comcast in connection with this Agreement.

“Service”: means Internet Essentials Plus

“Service Commencement Date”: means the earlier of (i) five (5) days from the date Comcast entered the Comcast's Subscriber's order for Service into its biller; and (ii) the date when the Comcast Subscriber installs the Comcast Equipment and Comcast makes the Service available for use by each Comcast Subscriber.

“Service Location(s)”: means the individual End User(s) residential location(s) to which the Service will be provided by Comcast.

3. Delivery of the Service.

3.1 Codes. Comcast will provide Sponsor with the number of promotional codes (“Codes”) requested by Sponsor and each Code will be unique and one-time use only. Sponsor End Users who receive a Code from Sponsor should either visit www.InternetEssentials.com or call 1-844-963-0178 to apply for the Service. If a Sponsor End User provides Comcast with a Code that Comcast provided to Sponsor, is eligible for Internet Essentials Plus, and agrees to the terms and conditions required by Comcast to receive Service (the “Terms”), such Sponsor End User shall become a Comcast Subscriber and Comcast will work with the Comcast Subscriber to get the Service to the Service Location. Comcast will seek reimbursement directly from the ECF Fund for the Comcast Subscribers covered by this Agreement in accordance with Section 4 below. If an End User already subscribes to the Service and Sponsor wants to provide Subscriber a voucher to cover the cost of their Service and permit Comcast to seek reimbursement for said service from the ECF fund (in accordance with the provisions herein and the ECF funding commitment to the Waterbury School District), Comcast will send a letter to the Subscriber that provides information to the Subscriber about Sponsor providing a voucher covering the cost for their Service to allow Comcast to seek reimbursement from ECF fund for their Service. Comcast will also inform Subscriber of the requirement that Comcast be permitted to share certain of Subscriber's Personally Identifiable Information with Sponsor to allow their Service to be paid for in accordance with this Agreement. If the Subscriber/End User does not opt out of having the Sponsor pay for their Service within fourteen days of the date of Comcast's letter, Comcast will commence Services under this Agreement and seek reimbursement from the ECF for that End User/Subscriber's Service in accordance with Section 4.1 hereof.

3.2 Additional Fees. Comcast reserves the rights to bill the Comcast Subscriber for any additional fees and charges incurred as a result of the Service that are not specifically set forth in Section 4 of this Agreement, including, but not limited to charges for other Xfinity services, data overage fees, home drop off and installation fees.

4. Billing and Payment.

4.1 Payment. Comcast will invoice Sponsor on a monthly basis for all charges and fees arising under this Agreement; provided, however, that Comcast will seek reimbursement of the invoices as described in 4.2 below in

accordance with all ECF requirements. Costs for services under this Agreement will be based on a monthly recurring charge of \$29.95 per month (plus applicable taxes, fees and surcharges) for Internet Essentials Plus (the "Service Fees"), for each Comcast Subscriber(s) that receives Service commencing on the Service Commencement Date. Sponsor shall be invoiced each month based upon the actual number of Comcast Subscribers, as determined by Comcast prior to the upcoming invoice cycle and consistent with the ECF funding commitment approved by the Universal Service Administrative Company. Notwithstanding the foregoing, Sponsor shall not have to pay any applicable taxes, fees and surcharges incurred prior to June 30, 2023.

4.2 ECF Reimbursement. Comcast shall be responsible for seeking ECF Reimbursement and Sponsor shall provide Comcast with any information reasonably required to submit requests for ECF Reimbursement.

4.3 Taxes and Fees. Except for taxes based on Comcast's net income, pursuant to this Agreement, Sponsor shall be responsible for the payment and reimbursement to Comcast for of any and all applicable federal, state and local taxes, fees or assessments (however designated) levied upon the sale, installation, use or provision of the Service to the Comcast Subscriber that are incurred after June 30, 2023.

4.4 Disputed Invoices. In the event Sponsor disputes charges and fees for the Service, Sponsor must submit a claim for the disputed amount. All claims with respect to withheld amounts must be submitted to Comcast by calling Comcast's National Accounts Billing Support at 866-511-6489. Comcast will make commercially reasonable efforts to address the disputed charges and fees within sixty (60) days.

5. Term. This Agreement shall become effective on the Effective Date. The term of this Agreement shall commence on the Effective Date and continue until June 30, 2023 (the "Term"), unless earlier terminated in accordance with the terms set forth herein. and the terms of this Agreement shall extend to the provision of Services to each Comcast Subscriber until the expiration of the Term. Sponsor may extend the Term of the Agreement, by providing Comcast with at least sixty (60) days written notice prior to the expiration of the Term, for a period of time mutually agreed to by the parties in writing and pursuant to Sponsor's required contracting processes.

6. Default by Sponsor. This Agreement may be immediately terminated by either Party, upon written notice, if the other party has become insolvent or involved in liquidation or termination of its business, or adjudicated bankrupt, or been involved in an assignment for the benefit of its creditors. This Agreement may be terminated by Sponsor upon providing Comcast with 60 days written notice if funding is no longer available under the ECF.

7. Termination.

7.1 Termination of a Service to Comcast Subscriber (s) for Cause. If a Comcast Subscriber (s) breaches Comcast's Agreement for Residential Services, which can be accessed at <https://www.xfinity.com/corporate/customers/policies/subscriberagreement> or its Acceptable Use Policy, which can be accessed at <https://www.xfinity.com/corporate/customers/policies/highspeedinternetaup>, as determined by Comcast, at its sole discretion, Comcast may, at its sole discretion, either suspend or terminate Service to the applicable Service Location(s) and shall provide Sponsor with notice of such termination.

7.2 Regulatory and Legal Changes. Notwithstanding any contrary provision of this Agreement, if Comcast's authority to provide Service to a Service Location(s) is terminated, cancelled, or expires, Comcast may terminate this Agreement or the affected Comcast Subscriber's Service.

8. Limitation of Liability.

8.1 EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, COMCAST DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT TO THE MAXIMUM EXTENT ALLOWED BY LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, COMCAST DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF LATENCY OR DELAY, OR THAT THE SERVICES WILL MEET SPONSOR'S REQUIREMENTS, OR THAT THE SERVICES WILL PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES.

8.2 EXCEPT IN THE CASE OF A BREACH OF CONFIDENTIALITY AS SET FORTH IN SECTION 9.1, OR BREACH OF THE PROVISIONS OF SECTIONS 9.3, 9.4, 9.5, 9.6, 9.9, AND 11.1, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT,, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS OR LOST REVENUES) ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. Confidential Information.

9.1 Disclosure Use and Exceptions. "Confidential Information" means any non-public information regarding a party's business which has been marked or is otherwise communicated as being "proprietary" or "confidential," or which should be reasonably known by the receiving party as proprietary or confidential information. Without limiting the generality of the foregoing, Confidential Information shall include this Agreement, proposals, price quotes, rate information, discount information and invoices and Comcast Personal Information, as defined below. All Confidential Information and Comcast Personal Information as defined herein disclosed by either party shall be kept by the receiving party in strict confidence and shall not be disclosed to any third party without the disclosing party's express written consent. Notwithstanding the foregoing, such information may be disclosed (i) to the receiving party's employees, affiliates, agents and volunteers who agree to keep the Confidential Information confidential and who have a need to know for the purpose of performing this Agreement, installing the Comcast Equipment, using the Services, and rendering the Services (provided that the receiving party shall take appropriate measures prior to disclosure to its employees, affiliates, and agents to assure against unauthorized use or disclosure) or (ii) as otherwise authorized by this Agreement. Each party agrees to treat all Confidential Information of the other in the same manner as it treats its own proprietary information, but in no case will the degree of care be less than reasonable care. Notwithstanding the foregoing, and except for Comcast Personal Information, each party's confidentiality obligations hereunder shall not apply to information that: (i) is already known to the receiving party without a preexisting restriction as to disclosure; (ii) becomes publicly available without fault of the receiving party; (iii) is rightfully obtained by the receiving party from a third party without restriction as to disclosure, or is approved for release by written authorization of the disclosing party; (iv) is developed independently by the receiving party without use of the disclosing party's Confidential Information; or (v) is required to be disclosed by law, regulation, or government audit, provided that in the event the receiving party is required to disclose the Confidential Information of the disclosing party, the receiving party shall notify the disclosing party in advance unless prohibited from doing so by law.

9.2 Remedies. Notwithstanding anything to the contrary in this Agreement, the non-breaching party shall be entitled to seek equitable relief to protect its interests pursuant to this section, including, but not limited to, preliminary and permanent injunctive relief. Nothing stated herein shall be construed to limit any other remedies available to the parties with respect to breaches of the duties imposed by this section.

9.3 Survival of Confidentiality Obligations. Except for Sponsor's obligations with respect to Comcast Personal Information as set forth in Section 9.9 below, which survive termination of this Agreement indefinitely, the obligations set forth in this section shall survive the expiration or termination of this Agreement for a period of two (2) years.

9.4 End User Privacy. To enable Sponsor's payment obligations hereunder, and so that Sponsor is able to verify Sponsor End Users eligible for sponsorship, the Parties may disclose the Personally Identifiable Information of Sponsor End Users to each other, with the Sponsor End User's consent. Neither party may sell, retain, use, or disclose such Personally Identifiable Information for any purpose other than for the specific purposes set forth in this Agreement. For the purposes of this Agreement "Sell" means selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, Personally Identifiable Information by one entity to another for monetary or other valuable consideration.

9.5 Sponsor Information. Comcast shall comply with all federal, state, and local laws that are expressly applicable to the privacy, and security of Sponsor Information, including but not limited to the requirements of the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and its implementing regulations (34 C.F.R. part

99), the Children's Online Privacy Protection Act (COPPA), 15 U.S.C. § 6501-6505, and its implementing regulations (16 C.F.R. § 312, et seq.), the Protection of Pupil Rights Amendment, (PPRA) 20 U.S.C. § 1232(h) and its implementing regulations (34 C.F.R. § 98.1 et seq.), Pub. L. 104-191, and its implementing regulations (45 CFR part 160 and 164), and the Individuals with Disabilities Education Act, and its implementing regulations (34 C.F.R. §§ 300.610 - 300.626 and 34 C.F.R. §§ 303.400 – 303.417). Neither Comcast nor any of its employees, agents or affiliates, or subcontractors shall: (i) engage in targeted marketed advertising using Sponsor Information; (ii) use Sponsor Information to amass a profile about a Sponsor End User, except in connection with Comcast's performance of its obligations under this Agreement; (iii) or publish any report, data, or research findings that are based on Sponsor Information or that otherwise expressly identifies the Sponsor, without prior review and approval from the Sponsor, unless otherwise required by law.

9.6 Comcast Subscriber Information. The parties acknowledge and agree that in order to access and use the Services, an adult 18 years or older must agree to the Terms. The Service will be provided to Comcast Subscribers in their residence and will enable all members of the household to access the Internet during the term of their subscription. Accordingly, any information, including Personally Identifiable Information, provided by Sponsor End User directly to Comcast in the course of applying for or using the Services shall be treated as Comcast Subscriber Information. Comcast shall treat all Comcast Subscriber Information in accordance with its terms of use, privacy policy, and all laws applicable to Comcast. For purposes of clarity, the parties acknowledge and agree that Comcast Subscriber Information is not an Educational Record, as that term is defined under FERPA, and is not subject to the restrictions in Section 9.5.

9.7 De-identified Information. Comcast may collect and use aggregated de-identified Sponsor Information to provide the deliverables, products, and/or services set forth in this Agreement, for the Sponsor's lawful quality assurance, and for no other purpose; provided, however, that all direct and indirect personal identifiers are permanently removed and there is no reasonable basis to believe that the remaining information in the records can be used to successfully link the de-identified information to an identifiable individual or the school or district.

9.8 Waiver of Liability. The parties acknowledge and agree that Comcast's obligations under this Agreement are limited to the Services and Equipment described herein and seeking reimbursement from ECF as detailed herein. Websites, webpages, and mobile apps accessed by Comcast Subscribers may collect Personally Identifiable Information. The Parties to this Agreement have no control over and shall have no liability for the collection use or disclosure of Personally Identifiable Information by any website, web page or other content not owned or controlled by Comcast.

9.9 Security. Sponsor shall employ commercially reasonable physical, administrative, and technical security controls appropriately tailored to the nature and scope of its activities and the sensitivity of the underlying data which shall in no instance be less protective than those used by Sponsor to secure its own confidential and proprietary information of a like kind and in all instances will conform to industry standards and any applicable legal requirements and regulatory guidance. Sponsor must maintain a plan for appropriate security incident management and response that complies with the terms of this Agreement to cover, at a minimum, the following: (i) unauthorized access, acquisition, disposition use of Comcast Subscriber Information, (ii) other loss or misuse of such information or (iii) discovery malware posing a significant threat to such information or any operations necessary to perform under this Agreement (each, a "Security Incident"). Sponsor must provide notification via electronic mail to SecurityFusionCenter@comcast.com of a Security Incident as soon as practicable after, but not later than, twenty-four (24) hours, following awareness of a Security Incident. For any Security Incident, Sponsor must provide regular updates to SecurityFusionCenter@comcast.com or, if directed by Comcast, to a security point of contact specifically designated by Comcast for the Security Incident and shall cooperate with Comcast or its regulators in its efforts to investigate the same. Comcast shall exclusively control the provision and content of any notices to Comcast Subscribers or applicable entities with respect to any Security Incident involving Comcast Subscriber Information.

9.10 Retention, Return or Destruction of Personal Information. Sponsor and Comcast shall comply with all applicable record retention, audit, and other ECF requirements established by the Federal Communications Commission (including but not limited to 47 U.S.C. §54.1715).

9.11 All reporting, record keeping and audit requirements will be in accordance with ECF requirements, and all applicable orders, laws, regulations, etc., including, but not limited to, 47 U.S.C. §57.1714 “Audit, inspection and investigations.”

9.12 Sponsor Relationships. To the extent applicable, Sponsor must require all of its subcontractors with access to Confidential Information to comply in writing with security obligations substantially similar to this Agreement and shall provide written attestation or other evidence that affirms such compliance to Comcast promptly upon request. Sponsor shall conduct periodic reviews of such subcontractors’ security controls to confirm that such controls are in compliance with this Agreement. In the event Sponsor identifies deficiencies in any such subcontractor’s security controls, Sponsor shall maintain a report of such findings and ensure that such deficiencies are remediated within reasonable timeframes, commensurate with their severity.

10. Miscellaneous Terms.

10.1 Force Majeure. Neither party nor its affiliates, subsidiaries, or contractors shall be liable to the other party for any delay, failure in performance, loss, or damage to the extent caused by force majeure conditions such as acts of God, fire, explosion, power blackout, or other causes beyond the party’s reasonable control, except that Sponsor’s obligation to pay for Services during a force majeure condition shall not be excused.

10.2 Assignment or Transfer. Neither party may assign this Agreement in whole or in part, or delegate any of its duties or obligations thereunder, without the prior written consent of the other party, except that without such consent (i) either party may assign this Agreement to a successor (by purchase, merger, operation of law, or otherwise) to all or substantially all of its business; and (ii) either party may assign this Agreement to an Affiliate, provided such entity agrees in writing to be bound by the terms hereof. Any purported assignment in contravention of this section shall be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of any permitted successors or assigns. Nothing herein is intended to limit Comcast’s use of third-party consultants and contractors to perform the Services.

10.3 Publicity. This Agreement provides no right for Sponsor to use Comcast’s or its affiliates’ trademarks, service marks, or trade names, or to otherwise refer to Comcast in any marketing, promotional, or advertising materials or activities. Sponsor shall not issue any publication or press release relating to, or otherwise disclose the existence of, the terms and conditions of any contractual relationship between Comcast and Sponsor, except as permitted by this Agreement or otherwise consented to in writing by Comcast. Sponsor agrees that Comcast can use Sponsor’s trademarks, service marks or trade names in Comcast’s marketing, promotional, or advertising materials or activities, unless Sponsor notifies Comcast that Sponsor objects to such use in writing. If Comcast is notified of Sponsor’s objection to a specific use of its trademarks, then Comcast agrees to cease the use within five (5) business days.

10.4 Notices. All notices, demands, requests or other communications given under this Agreement shall be in writing and be given by personal delivery, United States Postal Service, or nationally recognized overnight courier service to the address set forth below or as may subsequently in writing be requested. If notices are sent to the Sponsor, they shall be sent to Waterbury School District, 236 Grand Street, Waterbury, CT 06702, Attn: Information & Technology; with a copy to: Office of the Corporation Counsel, 235 Grand Street, 3rd Floor, Waterbury, CT 06702. If notices are sent to Comcast, they shall be sent to One Comcast Center, Philadelphia, PA 19103 Attn: General Counsel.

10.5 Entire Understanding. This Agreement constitutes the entire understanding of the parties related to the subject matter hereof. This Agreement supersedes all prior agreements, proposals, representations, statements, or understandings, whether written or oral, concerning the Service or the parties’ rights or obligations relating to the Service.

10.6 Construction. In the event that any portion of this Agreement is held to be invalid or unenforceable, the parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the parties, and the remainder of this Agreement shall remain in full force and effect.

10.7 Survival. The rights and obligations of either party that by their nature would continue beyond the expiration or termination of this Agreement shall survive termination or expiration of this Agreement.

10.8 Governing Law and Venue. This Agreement shall be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws principles.

10.9 No Third-Party Beneficiaries. This Agreement does not expressly or implicitly provide any third party (including Sponsor End User(s)/Comcast Subscriber(s)) with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.

10.10 No Waiver; Etc. No failure by either party to enforce any rights hereunder shall constitute a waiver of such right(s). This Agreement may be executed in counterpart copies.

10.11 Compliance with Laws. Each of the Parties agrees to comply with all applicable local, state and federal laws and regulations and ordinances in the performance of its respective obligations under this Agreement and related activities performed in connection with this Agreement, including without limitation, the CAN SPAM Act, Telephone Consumer Protection Act, Telemarketing Sales Rule, and the implementing rules and orders of the Federal Communications Commission, including, without limitation, the rules and order implementing ECF.

10.12 No Resell of Service. Sponsor shall not sell, offer for sale or resell the Service without the prior written consent of Comcast, which may be given or withheld in its sole discretion.

11. City of Waterbury Required Provisions:

11.1 Indemnification.

11.1.1 Comcast shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including reasonable and actual attorney's fees directly and solely caused by the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, provided that any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are directly attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, **(ii)** are alleged to be caused in whole or in part by the willful, intentional, negligent, or reckless act or omission of Comcast, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; or **(iii)** enforcement action or any claim for breach of Comcast duties hereunder.

11.1.2 In any and all claims against the City or any of its boards, agents, employees or officers by Comcast or any employee of Comcast, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Comcast or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

11.1.3 Comcast understands and agrees that any insurance required by this Contract, or otherwise provided by Comcast, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this Contract.

11.1 Interest of City Officials. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of this Agreement, shall have any personal interest, direct or indirect, in this Agreement.

11.2 Prohibition Against Gratuities and Kickbacks.

11.2.1 No person shall offer, give, or agree to give any current or former public official, employee or member of a board or commission, or for such current or former public official, employee or member of a board or commission to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or purchase order, or to any solicitation or proposal therefore.

11.2.2 No person shall make any payment, gratuity, or offer of employment as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime contractor or higher tier subcontractor or any person associated therewith, under contract or purchase order to the City.

11.2.3 Upon showing that a subcontractor made a kickback to the City, a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

11.2.4 The value of anything transferred or received in violation of the provisions of Chapter 39, City of Waterbury, Connecticut Code of Ordinances or regulations promulgated hereunder by any person subject to said Chapter may be recovered by the City.

11.3 Prohibition Against Contingency Fees. Comcast hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

11.4 Discriminatory Practices. In performing this Contract, Comcast shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, sexual orientation, gender identity of expression, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

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

11.4.2 Equal Opportunity. In its execution of the performance of this Contract, Comcast shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, sexual orientation, gender identity or expression, national origin or citizenship status, age or handicap. Comcast agrees to comply with all Local, State and Federal laws, rules and regulations and Executive orders

pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

12. Insurance.

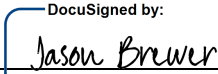
12.1 Comcast agrees to provide the City with a Certificate of Insurance in accordance with the minimum coverage Insurance Requirements attached hereto as Appendix A.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto by their duly authorized representatives have executed this Agreement as of the date first set forth above.

**Comcast Cable Communications
Management, LLC**

**City of Waterbury, Waterbury
School District ("Sponsor")**

By: 
Name: Jason Brewer
Title: VP of operations
Date: 3/28/2022

By: _____
Name: Mayor Neil M. O'Leary
Title: Mayor, City of Waterbury
Date: _____

*Rosh Maghfour**Interim Chief Operating Officer**(203) 346-2340**rmaghfour@waterbury.k12.ct.us*

EXECUTIVE SUMMARY

Date: March 28, 2022

To: Honorable Board of Education Commissioners

From: Rosh Maghfour, Interim Chief Operating Officer *RM*

Re: Professional Services Agreement for Monitoring and Servicing of Security Systems with Stanley Convergent Security Solutions, Inc.

The Department of Education respectfully requests your review and approval of the above mentioned agreement for monitoring and servicing of security systems, including audio surveillance, of all Education Department buildings. This agreement was initiated as a proprietary cost proposal to monitor and service school security systems throughout the district. Stanley Convergent Security Solutions, Inc. has been monitoring our schools and buildings for two decades. We are satisfied with their service and performance during that time.

The agreement term is for three years beginning July 1, 2022 through June 30, 2025. The Education Department has allocated \$7,715.88 per month for services for a not to exceed three year amount of \$322,771.68.

Thank you for your consideration.

c: Mike Konopka, Dan Barry, Jerry Gay

PROFESSIONAL SERVICES AGREEMENT
for
Monitoring and Servicing of School Security Systems
between
The City of Waterbury, Connecticut
and
Stanley Convergent Security Solutions, Inc.

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and Stanley Convergent Security Solutions, Inc., having an office at 30A Progress Avenue, Seymour, Connecticut 06483, a State of Delaware duly registered foreign corporation ("Stanley") "Consultant").

WHEREAS, the Purchasing Director of the City of Waterbury has determined that Contractor, Stanley Convergent Security Solutions, Inc., is the sole source to provide the services listed below; and

WHEREAS, the Contractor has agreed to provide the services as set forth herein for the identified schools; and

WHEREAS, the City desires to obtain the Contractor's services pursuant to the terms, conditions and provisions set forth in this agreement (the "Project").

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. Stanley shall furnish all of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. Stanley shall make such revisions or modifications to its work, at its own cost and expense, as the City may require in order to be deemed complete.

1.1. The Project consists of and Stanley shall provide Monitoring and Servicing of all Stanley Convergent Solutions security systems at all buildings operated and maintained by the City of Waterbury Board of Education as listed on **Attachment A**, Services shall consist of but not be limited to: 24 hour per day seven days per week monitoring of the intrusion alarm system for audio surveillance, notification to the City and Police, when applicable, regarding intrusion or emergency signals from any building, and notification to the City of out of service signals and all other services as more particularly detailed and described in the Scope of Services attached hereto as part of **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are

acknowledged by Stanley as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- 1.1.1 Scope of Services, (attached hereto)
- 1.1.2 List of buildings operated and maintained by the City of Waterbury Board of Education, AND Stanley's Cost Proposal, (attached hereto)
- 1.1.3 Any and all amendment(s) and Change Orders, issued by the City after execution of Contract, (incorporated by reference)
- 1.1.4 Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate, (incorporated by reference)
- 1.1.5 Certificates of Insurance, (incorporated by reference)
- 1.1.6 All applicable Federal, State and local statutes, regulations charter and ordinances, (incorporated by reference)
- 1.1.7 All licenses, (incorporated by reference).

1.2. The entirety of **Attachment A** made a material part hereof, plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on Stanley. In the event that any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically:

1.2.1 Federal, State and Local laws, regulations, Charter and Ordinances

1.2.2 Contract Amendment(s) and Change Orders

1.2.3 Contract

1.2.2. Vendor's Scope of Services

2. Consultant Representations Regarding Qualification and Accreditation. Stanley represents that, to the extent required by law, its employees are licensed to perform the scope of work set forth in this Contract. Stanley further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the City relies upon these.

2.1. Representations regarding Personnel. Stanley represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by Stanley under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

2.2. Representations regarding Qualifications. Stanley hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that Stanley and/or its employees be licensed, certified, registered, or otherwise qualified, Stanley and all employees providing services under this Contract,

are in full compliance with those statutes, regulations and ordinances. Upon City request, Stanley shall provide to the City a copy of Stanley's licenses, certifications, registrations, etc.

3. Responsibilities of Stanley. All data, information, etc. given by the City to Stanley and/or created by Stanley shall be treated by Stanley as proprietary to the City and confidential unless the City agrees in writing to the contrary and shall be used solely for the purposes of providing services under this Contract. Stanley agrees to forever hold in confidence all files, records, documents and other information which may come into the Contractor's possession during the term of this Contract, except where a disclosure is expressly stated as a requirement of this Contract. Notwithstanding the foregoing, where a Consultant disclosure is required to comply with statute, regulation, or court order, Stanley shall provide prior advance written notice to the City of the need for such disclosure. Stanley agrees to properly implement the services required in the manner herein provided.

3.1. Use of City Property. To the extent Stanley is required to be on City property to render its services hereunder, Stanley shall have access to such areas of City property as the City and Stanley agree are necessary for the performance of Stanley's services under this Contract (the "Site" or the "Premises") and at such times as the City and Stanley may mutually agree. Consultant shall perform all work in full compliance with Local, State and Federal health and safety regulations. All work hereunder shall be performed in a safe manner. Consultant shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Consultant, City may, but shall not be required to, correct same at Consultant's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

3.2. Working Hours. To the extent Stanley is required to be on City property to render its services hereunder, Stanley shall coordinate its schedule so that work on the Premises is performed during those hours the City sets forth in a written notice to Stanley, unless written permission is obtained from the City to work during other times. This condition shall not excuse Consultant from timely performance under the Contract. The work schedule must be agreed upon by the City and Stanley.

3.3. Cleaning Up. To the extent Stanley is required to be on City property to render its services hereunder, Stanley shall at all times keep the Premises free from accumulation of waste materials or rubbish caused by Consultant, its employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the Premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to Stanley.

3.4. Publicity. Consultant agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract

or use the City's name in connection with any publicity, unless the City gives prior written consent to such use of the City's name in each instance.

3.5. Standard of Performance. All workmanship, services, materials or equipment, either at the Premises or intended for it, shall conform in all respects with the requirements of all this Contract, and shall be the best obtainable from the crafts and trades. In all cases, the services, materials, equipment, reports, plans, specifications, deliverables, workmanship, etc. shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the purpose for which they are intended. The standard of care and skill for all services performed by Stanley shall be that standard of care and skill ordinarily used by other members of Stanley's profession practicing under the same or similar conditions at the same time and in the same locality. Stanley's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

3.6. Consultant's Employees. Stanley shall at all times enforce strict discipline and good order among its employees, and shall not employ any unfit person or anyone not skilled in the work assigned.

3.7. Due Diligence Obligation. Stanley acknowledges its responsibilities to examine and to be thoroughly familiar with the City's proposal document, including, but not limited to the specifications, and any addenda thereto. Stanley hereby warrants and represents that prior to the submission of its proposal during the proposal process it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services or functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services or functions are included in this Contract and thereby warrants that:

3.7.1 it conducted or had opportunity to conduct all Due Diligence prior to the submission of its proposal and, accordingly, any additional costs, services or products resulting from the failure of Stanley to complete Due Diligence prior to submission of its proposal shall be borne by Stanley. Furthermore, Stanley had the opportunity during the proposal process to ask questions it saw fit and to review the responses from the City;

3.7.2 its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;

3.7.3 it is solely responsible for resolving any issues resulting from the failure to conduct Due Diligence and shall assume any costs that may result during the implementation of the Project, including, but not limited to, adherence to specifications and pricing for the Project.

3.7.4 it was responsible for specifying any changes and disclosing any new costs prior to the submittal of its proposal. Thus, in the event any changes or

costs are disclosed by Stanley, or otherwise required, during the performance of its services, the sole responsibility for any modification, delay and cost of such changes shall reside with Stanley.

3.7.5 has familiarized itself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and Local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work;

3.7.6 has given the City written notice of any conflict, error or discrepancy that Stanley has discovered in the Proposal Documents; and

3.7.7 agrees that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

3.8. Reporting Requirement. Stanley shall deliver periodic, written reports to the City's Using Agency setting forth **(i)** the issue date of the report, **(ii)** the time period covered by the report, **(iii)** a brief description of the work and services completed by Stanley and/or delivered by Stanley during the time period covered by the report, **(iv)** expressed as a percentage of the total work and services required under this Contract, the percentage of the total work represented by the work and services described in subsection iii above, **(v)** expressed as a percentage of this Contract's Section 6 total compensation, the percentage of the total compensation represented by the work and services described in subsection iii above, **(vi)** Stanley's declaration as to whether the entirety of Stanley's work and services required in this Contract will be, or will not be, completed within the Contract's Section 6 total compensation amount, and **(vii)** any and all additional useful and/or relevant information. Each report shall be signed by an authorized representative.

NOTE: Stanley's failure to deliver any report required herein shall be deemed a material breach of this Contract, the City hereby reserving the right to exercise all available legal remedy(ies) to address said breach.

4. Responsibilities of the City. Upon the City's receipt of Consultant's written request, the City will provide Stanley with all documents, data and other materials the City agrees are necessary and appropriate to the service to be performed by Stanley hereunder and the City will endeavor to secure, where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by Stanley for the purpose of carrying out the services under this Contract.

5. Contract Time. Stanley shall commence all work and services required under this Contract on July 1, 2022 and shall complete all work and services required under this Contract on June 30, 2025 ("Contract Time"):

5.1. Time is and shall be of the essence for completion of the Project. Stanley further agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at

such rate of progress as will insure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between Stanley and City, that the Contract Time is reasonable for the completion of the work. Stanley shall be subject to City imposed fines and/or penalties in the event Stanley breaches the foregoing dates.

6. Compensation. The City shall compensate Stanley for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6.

6.1. Fee Schedule. The fee payable to Stanley shall not exceed **THREE HUNDRED TWENTY TWO THOUSAND SEVEN HUNDRED SEVENTY ONE DOLLARS and 68.100 (\$322,771.68)**, which shall include an owner controlled contingency of **FORTY-FIVE THOUSAND DOLLARS (\$45,000.00)**, with the basis of payment being as follows:

6.1.1 Base payment for three-year term
In an amount not to exceed
Two Hundred Seventy-Seven Thousand Seven Hundred
Seventy One Dollars and Sixty Eight Cents.....\$277,771.68

6.1.2 Owner Controlled Contingency for three-year term
In an amount not to Exceed
Forty Five Thousand Dollars.....\$45,000.00

6.1.3 Total Compensation
Three Hundred Twenty Two Thousand Seven Hundred
Seventy One Dollars and Eighty Eight Cents.....\$322,771.68

6.2. Base Payment. The Base Payment of this Contract shall be paid to Stanley in accordance with monthly invoices as set forth below. The monthly rate of payment to Stanley shall be **SEVEN THOUSAND SEVEN HUNDRED FIFTEEN DOLLARS AND EIGHTY EIGHT CENTS (\$7,715.88)**.

6.3 Contingency. There shall be a contingency of Forty-Five Thousand Dollars (\$45,000.00) for the entire- three-year term of this contract for additional services such as emergency calls and repairs which shall be paid at the rate of One Hundred Eighty Eight Dollars (\$188.00) per hour. Said Contingency shall be used at the sole discretion of the City and shall be encumbered as needed.

6.4. Limitation of Payment. Compensation payable to Stanley is limited to those fees set forth in Section 6.1 above. Such compensation shall be paid by the City upon review and approval of Stanley's monthly invoices for payment and review of the work, services, deliverables, etc. required in this Contract and review as may be further required by the Charter and Ordinances of the City. Consultant's invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the

compensation sought therefore in a form and with detail and clarity acceptable to the City.

6.4.1 Stanley and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to Stanley in an amount equaling the sum or sums of money Stanley and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding Stanley's and/or its affiliate's real and personal tax obligations to the City.

6.5. Review of Work. Stanley shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. Stanley shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to Stanley's demand for payment. The City shall not certify fees for payment to Stanley until the City has determines that Stanley has completed the work in accordance with the requirements of this Contract.

6.6. Proposal Costs. All costs of Stanley in preparing its proposal for this Project shall be solely borne by Stanley and are not included in the compensation to be paid by the City to Stanley under this Contract or any other Contract.

6.7. Payment for Services, Materials, Employees. Stanley shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. furnished to the City under this Contract. Stanley shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc., going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final payment is made, Stanley shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

6.8. Liens. Neither the final payment nor any part of the retained percentage, if any, shall become due until Stanley , if requested by the City, shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, if required, in either case, an affidavit that so far as Stanley has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but Stanley may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City, to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, Stanley shall refund to the City all moneys that the City may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

7. Passing of Title and Risk of Loss. Title to each item of equipment, material, reports, plans, specifications, supplies, services, etc. required to be delivered to the City hereunder shall

pass to City upon City payment to Stanley for that item. Consultant and its insurer shall assume the risk of loss or damage up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's negligence.

8. Indemnification.

8.1. Stanley shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, **(ii)** are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of Stanley, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; **(iii)** enforcement action or any claim for breach of Stanley duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

8.2. In any and all claims against the City or any of its boards, agents, employees or officers by Stanley or any employee of Stanley, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 8.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Stanley or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

8.3. Stanley understands and agrees that any insurance required by this Contract, or otherwise provided by Stanley, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this Contract.

8.4. Stanley expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by Stanley, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, agents, employees or officers as provided herein.

8.5. Royalties and Patents. Stanley shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Consultant's own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, Stanley shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by Stanley and as to any award made thereunder.

8.6. In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, Stanley shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Consultant, or its subcontractor, omission or commission.

9. **Consultant's Insurance.**

9.1. Stanley shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by Stanley and such insurance has been approved by the City. Stanley shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

9.2. At no additional cost to the City, Stanley shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from Stanley's obligation under this Contract, whether such obligations are Stanley's or subcontractor or person or entity directly or indirectly employed by said Consultant or subcontractor, or by any person or entity for whose acts said Consultant or subcontractor may be liable.

9.3. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

9.4. The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by Stanley:

**9.4.1 General Liability Insurance: \$1,000,000.00 per occurrence,
\$2,000,000.00 aggregate and
\$2,000,000.00 Products and completed operations aggregate**

Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

9.4.2 Automobile Liability Insurance: \$1,000,000.00 combined single limit

(CSL)

Providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non-owned autos..

9.4.3 Workers' Compensation: Statutory Limits within the State of Connecticut: Employers' Liability:
EL Each Accident **\$1,000,000.00**
EL Disease Each Employee **\$1,000,000.00**
EL Disease Policy Limit **\$1,000,000.00**

Consultant shall comply with all State of Connecticut statutes as it relates to Workers' Compensation.

9.4.4 Professional Liability Insurance: \$1,000,000.00 wrongful act
\$1,000,000.00 aggregate limit
Professional liability (also known as, errors and omissions)
insurance providing coverage to Stanley.

9.5. Failure to Maintain Insurance: In the event the Vendor fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset the Vendor's invoices for the cost of said insurance.

9.6. Cancellation: The City of Waterbury shall receive written notice of cancellation from the Vendor at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

9.7. Certificates of Insurance: Stanley's General, and Automobile policies shall be endorsed to add the City and its Board of Education as additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under Stanley's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time Stanley executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and its Board of Education are listed as additional insured on all lines of coverage except Workers Compensation and Professional Liability and include a waiver of subrogation on all lines of coverage except Professional Liability"**. The City's request for proposal number must be shown on the certificate of insurance. Stanley must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

9.8. No later than thirty (30) calendar days after Consultant receipt, Stanley shall deliver to the City a copy of Stanley's insurance policies, endorsements, and riders.

10. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, Stanley represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by Stanley of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: *EQUAL EMPLOYMENT OPPORTUNITY ACT*; *COPELAND ANTI-KICKBACK ACT*, as supplemented in the Department of Labor Regulations (29 CFR Part 3); *DAVIS-BACON ACT* as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974*, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

10.1. Permits, Laws, and Regulations. Permits and licenses necessary for the delivery and completion of Stanley's work and services shall be secured in advance and paid by Stanley. Stanley shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work and services as specified.

10.2. Taxes-Federal, State and Local. The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon Stanley for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. Stanley remains liable, however, for any applicable tax obligations it incurs. Moreover, Stanley represents that the proposal and pricing contained in this Contract do not include the amount payable for said taxes.

10.3. Labor and Wages. Stanley and its subcontractors shall conform to the labor laws of the State of Connecticut, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.

10.3.1 Stanley is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any

employee welfare fund, as defined in Conn .Gen. Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

10.3.2 Stanley is aware of, and shall comply with, the provisions of both the Federal Davis-Bacon Act and the Federal American Recovery and Reinvestment Act of 2009, the provisions of both acts hereby incorporated by reference and made a part of this Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act ("ARRA") provides that Federal wage rate laws apply to all ARRA funded contracts regardless of the contract's dollar value.

11. Discriminatory Practices. In performing this Contract, Stanley shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

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

11.2. Equal Opportunity. In its execution of the performance of this Contract, Stanley shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, national origin or citizenship status, age or handicap. Stanley agrees to comply with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

12. This Section Left Intentionally Blank.

13. Termination.

13.1. Termination of Contract for Cause. If, through any cause, in part or in full, not the fault of Stanley, Stanley shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if Stanley shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to Stanley of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination.

13.1.1 In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc. prepared by Stanley under this Contract shall, at the option of the City, become the City's property, and Stanley shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

13.1.2 Notwithstanding the above, Stanley shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by Stanley, and the City may withhold any payments to Stanley for the purpose of setoff until such time as the exact amount of damages due the City from Stanley is determined.

13.2. Termination for Convenience of the City. The City may terminate this Contract at any time for the convenience of the City, by a notice in writing from the City to Stanley. If this Contract is terminated by the City as provided herein, Stanley will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of Stanley covered by this Contract, less payments of compensation previously made.

13.3. Termination for Non-Appropriation or Lack of Funding. Stanley acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. Stanley therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law.

13.3.1 Effects of Non-Appropriation. If funds to enable the City to effect continued payment under this Contract are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Contract without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to Stanley.

13.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay Stanley for the agreed to level of the products, services and

functions to be provided by Stanley under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) calendar days written notice to Stanley, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

13.3.3 No Payment for Lost Profits. In no event shall the City be obligated to pay or otherwise compensate Stanley for any lost or expected future profits.

13.4. Rights Upon Cancellation or Termination.

13.4.1 Termination for Cause. In the event the City terminates this Contract for cause, Stanley shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the documents, data, studies, reports, specifications, deliverables, etc. provided to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, Stanley shall transfer all licenses to the City which Stanley is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate Stanley for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. Stanley shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this agreement in whole or in part.

13.4.2 Termination for Lack of Funding or Convenience. In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay Stanley for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date and Stanley shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). Stanley shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and Stanley may negotiate a mutually acceptable payment to Stanley for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to Changes in the Work.

13.4.3 Termination by Stanley. Stanley may, by written notice to the City, terminate this Contract if the City materially breaches, provided that Stanley shall give the City thirty (30) calendar days' prior written notice and an

opportunity to cure by the end of said thirty (30) day period. In the event of such termination, Stanley will be compensated by the City for work performed prior to such termination date and Stanley shall deliver to the City all deliverables as otherwise set forth in this Contract.

13.4.4 Assumption of Subcontracts. In the event of termination of this Contract, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract, and may further pursue completion of the work under this Contract by replacement contract or otherwise as the City may in its sole judgment deem expedient.

13.4.5 Delivery of Documents. In the event of termination of this Contract, (i) Stanley shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and (ii) the City shall pay Stanley for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

14. Ownership of Instruments of Professional Services. The City acknowledges Stanley's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services.

15. Force Majeure. Consultant shall not be held responsible for delays nor be subject to liquidated damages when such delays are caused by conditions beyond its control, including without limitation:

15.1. Acts of God, fire, explosion, epidemic, cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies.

15.2. Change of law and order, proclamation, regulation, ordinance, or governmental requirement.

Upon cessation of work for reason of force majeure delays, Consultant shall use its best efforts to meet the schedule set forth in Section 5 of this Contract.

16. Subcontracting. Stanley shall not, without the prior written approval of the City, subcontract, in whole or in part, any of Stanley's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of Stanley and shall name the City as an additional insured party and said subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors

shall comply with all Federal, State and Local, laws, regulations and ordinances but such requirement shall not relieve Stanley from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.

16.1. Stanley shall be as fully responsible to the City for the acts and omissions of Stanley's subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by Stanley.

17. Assignability. Stanley shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due Stanley from the City under this Contract may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

18. Audit. The City reserves the right to audit Stanley's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract. In the event the City elects to make such an audit, Stanley shall immediately make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

19. Risk of Damage and Loss. Stanley shall be solely responsible for causing the timely repair to and/or replacement of, City property or item(s) intended to become City property hereunder, where the need for repair or replacement was caused by Stanley, by someone under the care and/or control of Stanley, by any subcontractor of Stanley, or by any shipper or delivery service. Stanley shall be solely responsible for all costs and expenses, including but not limited to shipping, delivery, insurance, etc. associated with the foregoing repair and replacement obligation. Further, Stanley shall be solely responsible for securing the City's written acceptance of all completed repairs and replacements required hereunder. The City hereby retains sole discretion to determine whether a repair or a replacement is the proper remedy.

20. Interest of Consultant. Stanley covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. Stanley further covenants that in the performance of this Contract no person having any such interest shall be employed.

21. Entire Agreement. This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and Stanley.

22. Independent Contractor Relationship. The relationship between the City and Stanley is that of client and independent contractor. No agent, employee, or servant of Stanley shall be deemed to be an employee, agent or servant of the City. Stanley shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract. It is the express intention of the parties hereto, and Stanley hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by Stanley hereunder is/are not and shall not be deemed an employee of the City of Waterbury, but is/are and shall remain an independent contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City of Waterbury and Stanley or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, Stanley hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that Stanley shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

23. Severability. Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

24. Survival. Any provisions of this Contract that impose continuing obligations on the parties shall survive the expiration or termination of this Contract for any reason.

25. Contract Change Orders.

25.1. At the sole discretion of the City, a Change Order may be issued solely by the City to modify an existing party obligation set forth in this Contract where the scope of the Change Order is:

25.1.1 within the scope of the original Contract OR is made pursuant to a provision in the original Contract, AND

25.1.2 the Change Order monetary cost is charged solely against those funds encumbered for and at the time the Contract was originally executed by the City, that is those funds set forth in the original Contract as a not to exceed payment amount OR within the original Contract's contingency / allowance / reserve amount (if any is stated therein), AND

25.1.3 the Final Completion Date has not been changed.

25.2. Notwithstanding the foregoing subsection A, a Change Order shall not include:

25.2.1 an upward adjustment to a Consultant's payment claim, or

25.2.2 a payment increase under any escalation clause set forth in the original contract, or any Change Order, or any amendment.

25.3. That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed, and if agreed to, approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both Stanley, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to Stanley's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract. Any contract changes NOT fully complying with this Section 25 shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and Stanley and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are **(i)** the City's aforementioned Scope of Services and **(ii)** Stanley's proposal responding to the aforementioned Scope of Services.

26.1. Procedure. This procedure supersedes all statements to the contrary occurring either in proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

26.2. Presumption. This Contract or any section thereof shall not be construed against any party due to the fact that the Contract or any section thereof was drafted by such party.

27. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance. Stanley agrees that it waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. Notwithstanding any such claim, dispute or legal action, Stanley shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

28. Binding Agreement. The City and Stanley each bind themselves, and their successors, assigns and legal representatives to the other party to this Contract and to the successors,

assigns and legal representatives of such other party with respect to all covenants of this Contract.

29. Waiver. Any waiver of the terms and conditions of this Contract by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Contract.

30. Governing Laws. This Contract, its terms and conditions and any claims arising there from shall be governed by the laws of the State of Connecticut.

31. Notice. Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's Using Agency or Stanley, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Consultant: Stanley Convergent Security Systems, Inc.
30A Progress Avenue
Seymour, Connecticut 06483

City: City of Waterbury
c/o School Inspector's Office
Waterbury Public Schools
236 Grand Street
Waterbury, CT 06702

Copy To: Office of the Corporation Counsel
City Hall Building
235 Grand Street
Waterbury, CT 06702

32. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.

The Person (the term "Person" shall herein be as defined in Section 38 of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

32.1. It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

32.2. It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

32.3. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Consultant or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

32.4. The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.

32.5. Upon a showing that a subcontractor made a kickback to the City, a prime Consultant or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

32.6. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 32.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 32.6 shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

32.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has (i) delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; (ii) filed the City authored financial disclosure statement form as set forth in the City's Code of

Ordinances regarding disclosure of financial interests; (iii) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and (iv) filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

32.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 32.1-32.7.

32.9. Stanley is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

32.10. Stanley hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: <http://www.waterburyct.org/content/458/539/default.aspx> [click link titled "The City of Waterbury Code of Ordinances Passed 8/24/2009". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"]].

32.11. Stanley is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects" and the State of Connecticut Legislature's Special Act No. 01-1.

32.12. Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

32.13. INTEREST OF CITY OFFICIALS. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.

32.14. PROHIBITION AGAINST CONTINGENCY FEES. Stanley hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

32.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to Stanley set forth in Section 6 herein is greater than \$2,500,000.00, the City is entitled to receive a copy of any and all Consultant records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto execute this Contract on the dates signed below.

WITNESSES:

CITY OF WATERBURY

By: _____
Neil M. O'Leary, Mayor

Date: _____

WITNESSES:

**STANLEY CONVERGENT SECURITY
SOLUTIONS INC.**

By: _____

Its _____

Date: _____

ATTACHMENT A

1. Scope of Services,(attached hereto),
2. List of buildings operated and maintained by the City of Waterbury Board of Education and Cost Proposal, (attached hereto),
3. Any and all amendment(s) and Change Orders, issued by the City after execution of Contract, (incorporated by reference),
4. Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate, (incorporated by reference),
5. Certificates of Insurance, (incorporated by reference),
6. All applicable Federal, State and local statutes, regulations charter and ordinances, (incorporated by reference),
7. All licenses, (incorporated by reference).

INSTALLATION	Monthly RMR	SCHOOL	ADDRESS
111123018145	\$134.84	Crosby High School Addition	300 PIERPONT RD
111123000195	\$44.95	Crosby HS Broadcast Booth	300 PIERPONT RD
111123000245	\$224.73	Crosby HS	300 PIERPONT RD
111123038477	\$224.73	Rotella Magnet School	380 PIERPONT RD
111123032558	\$44.95	Rotella Magnet School Audio Visual	440 PIERPONT RD
111123029470	\$224.73	Wilby High School	568 BUCKS HILL RD
123135222800	\$104.78	Wilby High	568 BUCKS HILL RD
111123020872	\$134.84	Wilby Auditorium	460 BUCKS HILL RD
111123042966	\$44.95	Wilby High School TV Studio	568 BUCKS HILL RD
111123027430	\$134.84	Wilby High School Addition	560 BUCKS HILL RD
111123016480	\$224.73	Wilby Northend Middle School	500 BUCKS HILL RD
111123049953	\$224.73	Kennedy High School	422 HIGHLAND ST
111123017552	\$134.84	Kennedy Addition Media Ctr.	422 HIGHLAND ST
111123002138	\$80.16	Woodrow Wilson School	235 BIRCH ST
111123008277	\$80.16	Enlightenment School	30 CHURCH ST
111123011627	\$80.16	Chase School	80 WOODTICK RD
111123012564	\$33.71	Maloney Magnet School	233 S. ELM ST
111123012784	\$224.73	Sprague School	1443 THOMASTON AVE
111123013013	\$80.16	Washington School	685 BALDWIN ST
111123016698	\$80.16	Kingsbury School	220 COLUMBIA BLVD
111123019178	\$134.84	Tinker School	809 HIGHLAND AVE
111123019284	\$80.16	Driggs School	77 WOODLAWN TERR
111123021314	\$80.16	Barnard School	11 DRAHER AVE
111123021862	\$224.73	Westside Middle School	483 CHASE PKWY
111123025383	\$80.16	Notre Dame School	30-A CHURCH ST
111123027933	\$80.16	Generali School	3196 E. MAIN ST
111123028833	\$224.73	Wallace Middle School	3465 E. MAIN ST
111123031699	\$134.84	Driggs School	77 WOODLAWN TERR
111123031937	\$222.48	Walsh School	29 ASHLEY ST
111123000147	\$80.16	Hopeville School	2 CYPRESS ST
111123035856	\$80.16	Westside Middle School Pool	483 CHASE PKWY
111123036335	\$594.74	Wendall Cross School	1255 HAMILTON AVE
111123027910	\$90.15	St. Josephs School	29 JOHN ST
111123036631	\$80.16	Bucks Hill School	330 BUCKS HILL RD
111123051525	\$80.16	Bucks Hill School Modular Bldg.	330 BUCKS HILL RD
111123037616	\$80.16	Bunker Hill School	170 BUNKER HILL AVE
111123038436	\$80.16	Notre Dame School - Convent	30-A CHURCH ST
111123040602	\$80.16	State Street School	30 CHURCH ST
111123046399	\$224.73	Maloney Magnet School	233 S. ELM ST
111123046683	\$80.16	Regan School	2780 N. MAIN ST
111123047131	\$134.84	School Inspectors Office	62 HARPER AVE
111123049742	\$33.71	Arts Magnet School (WAMS)	16 S. ELM ST
123133115500	\$289.33	Gilmartin	94 SPRING LAKE RD
123133150200	\$289.33	Waterbury Enlightenment	30-A CHURCH ST
123133969000	\$101.13	Washington School	635 BALDWIN ST

123134088300	\$353.95	Jonathan Reed School	33 GRIGGS ST
123135222500	\$289.33	Duggan School	952 BANK ST
123143249800	\$539.34	Waterbury Career Academy	235 BIRCH ST
123143121800	\$455.07	Carrington School	24 KENMORE AVE
	\$120.82	Covenant Bldg. at 67 Southmayd	
	\$145.51	School Bldg. 67 Southmayd	
MONTHLY TOTAL	<u>\$8,127.40</u>		

NOTE: 2022 MONTHLY AGREEMENT \$8,127.40 WITH TERM OF 7/1/2022 THROUGH 6/30/2025.

Annual \$97,528.80

For 3 years \$292,586.40

\$45,000.00

\$337,586.40



WATERBURY PUBLIC SCHOOLS
DEPARTMENT OF HEALTH AND PHYSICAL EDUCATION

Joseph R. Gorman – Supervisor (203) 574-8051 email: jgorman@waterbury.k12.ct.us

Date: March 31, 2022

TO: WPS Board of Education
Waterbury Board of Aldermen

RE: Executive Summary of Contract for Heart Rate Monitors, training and customer support services between the City of Waterbury and Polar Electro Inc,

I respectfully request your approval of the contract for Heart Rate Monitors and Training Services between the City of Waterbury and Polar Electro Inc. in the amount of \$104,590.05.

This Agreement was initiated under the Request for Proposal process (RFP # 7106). There were three original bidders for this project, with Polar being unanimously chosen by the Selection Committee as the best vendor fit to meet the district's needs.

Polar Electro Inc. will provide:

- Seven Hundred (700) Heart Rate Monitors
- Twenty-Five (25) HR Monitor Charging Stations
- Twenty-Five (25) HR Monitor Storage Cases
- Minimum two (2) School year manufacturer's hardware replacement warranty for product defects not related to user misuse/abuse
- Minimum (2) School years of Professional Development, Training and Online Support
- Minimum (2) School years of web portal or data system monitoring fees/licenses/other charges
- User-friendly data management system

The heart rate monitors, user training and two years of customer support to high school Health and Physical Education teachers will help to achieve a successful rollout of the program.

The term of contract is for two (2) years beginning on August 1, 2022 and ending July 30, 2024. The project is being funded through ESSER III.

Thank you,

Joe

PROFESSIONAL SERVICES AGREEMENT

RFP No. 7106

For

Heart Rate Monitoring System

between

The City of Waterbury, Connecticut

and

Polar Electro, Inc.

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and Polar Electro, Inc., located at 15 Grumman Road West, Suite 1200, Bethpage, New York (the "Contractor").

WHEREAS, the City's purchases under the Agreement will be funded by monies received by the City pursuant to the funding provisions of the Elementary and Secondary School Emergency Relief Fund funded under the Federal Coronavirus Response and Relief Supplemental Appropriations Act 2021, signed into law December 27, 2020 (ESSER II Fund) or pursuant to the American Rescue Plan Act Elementary and Secondary School Emergency Relief Fund (ARP ESSER or ESSER III) signed into law March 11, 2021; and

WHEREAS, the Contractor submitted a proposal to the City responding to RFP No. 7106 for Heart Rate Monitoring System Services with related curriculum materials, equipment, supplies and professional learning as those may apply; and

WHEREAS, the City selected the Contractor to perform services regarding RFP No. 7106; and

WHEREAS, the City desires to obtain the Contractor's services pursuant to the terms, conditions and provisions set forth in this agreement (the "Project").

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. The Contractor shall furnish all of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. The Contractor shall make such revisions

or modifications to its work, at its own cost and expense, as the City may require in order to be deemed complete.

1.1. The Project consists of and the Contractor shall provide a Heart Rate Monitoring System suitable for embedding in all high schools Physical Education class curricula in order to provide personalized fitness, conditioning and social-emotional learning support to all Waterbury Public School high school students while engaged in class physical activities, as detailed and described in the Bid Documents in **Attachment A** and which are hereby made material provisions of this Contract. The Contractor shall provide:

1. Seven Hundred (700) E-UNITE BLK size Med/Large Heart Rate Monitors (Preferably in 25 sets of 28)
2. Twenty-Five (25) Manhattan 28 Port USB Mondo Hub II HR Monitor Charging Stations (Preferably able to recharge 28 monitors at one time)
3. Twenty-Five (25) HR Monitor Storage Cases (Preferably portable and able to safely store 28 or more monitors at one time)
4. Ten (10) Polargofit.com Web Service (Main Teacher)
5. Fifteen (15) Polargofit.com Web Service (Additional teacher)
6. Minimum two (2) School year manufacturer's hardware replacement warranty for product defects not related to user misuse/abuse
7. Minimum (2) School years of Professional Development, Training and Online Support
8. Minimum (2) School years of web portal or data system monitoring fees/licenses/other charges (if required)
9. User-friendly data management system

as further detailed and described in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- 1.1.1** The City's solicitation documents, RFP No. 7106 (attached hereto)
- 1.1.2** Polar Electro, Inc. Quote dated January 28, 2022 (attached hereto)
- 1.1.3** Polar Electro, Inc. Response to RFP No. 7106 (attached hereto)
- 1.1.4** Stockholder's Affidavit; Non-Collusion Affidavit; debarment Certificate, incorporated by reference
- 1.1.5** Certificates of Insurance, incorporated by reference
- 1.1.6** All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference
- 1.1.7** All Required Licenses
- 1.1.8** Required Contract Provisions ARPA Funded Projects

1.2. The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the Contractor. In the event that any provision in the Contract Documents conflict with any other

provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically:

- 1.2.1 This Contract document.
- 1.2.2 Polar Electro, Inc. Quote dated January 28, 2022 (attached hereto).
- 1.2.3 Polar Electro, Inc. Response to RFP No. 7106 (attached hereto)
- 1.2.4 The City's solicitation documents, RFP No. 7106.
- 1.2.5 All applicable Federal, State and local statutes, regulations charter and ordinances, and applicable provisions and requirements of Funding Grants as set forth herein

2. Contractor Representations Regarding Qualification and Accreditation. The Contractor represents that, to the extent required by law, its employees are licensed to perform the scope of work set forth in this Contract. The Contractor further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the City relies upon these.

2.1. Representations regarding Personnel. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by the Contractor under its supervision and all personnel engaged in the work shall be fully qualified and, if applicable, shall be authorized or permitted under state or local law to perform such services.

2.2. Representations regarding Qualifications. The Contractor hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that the Contractor and/or its employees be licensed, certified, registered, or otherwise qualified, the Contractor and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Contractor shall provide to the City a copy of the Contractor's licenses, certifications, registrations, etc.

3. Responsibilities of the Contractor. All data, information, etc. given by the City to the Contractor and/or created by the Contractor shall be treated by the Contractor as proprietary to the City and confidential unless the City agrees in writing to the contrary and shall be used solely for the purposes of providing services under this Contract. The Contractor agrees to forever hold in confidence all files, records, documents and other information which may come into the Contractor's possession during the term of this Contract, except where a disclosure is expressly stated as a requirement of this Contract. Notwithstanding the foregoing, where a Contractor disclosure is required to comply with statute, regulation, or court order, the Contractor shall provide prior advance written notice to the City of the need for such disclosure. The Contractor agrees to properly implement the services required in the manner herein provided.

3.1. Use of City Property. To the extent the Contractor is required to be on City

property to render its services hereunder, the Contractor shall have access to such areas of City property as the City and the Contractor agree are necessary for the performance of the Contractor's services under this Contract (the "Site" or the "Premises") and at such times as the City and the Contractor may mutually agree. Contractor shall perform all work in full compliance with Local, State and Federal health and safety regulations. All work hereunder shall be performed in a safe manner. Contractor shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Contractor, City may, but shall not be required to, correct same at Contractor's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

3.2. Working Hours. To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall coordinate its schedule so that work on the Premises is performed during those hours the City sets forth in a written notice to the Contractor, unless written permission is obtained from the City to work during other times. This condition shall not excuse Contractor from timely performance under the Contract. The work schedule must be agreed upon by the City and the Contractor.

3.3. Cleaning Up. To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall at all times keep the Premises free from accumulation of waste materials or rubbish caused by Contractor, its employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the Premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Contractor.

3.4. Publicity. Contractor agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name, trademark, trade name or logo in connection with any publicity, unless the City gives prior written consent to such use of the City's name and has approved the content of its use, both oral and written, in each instance. Notwithstanding the foregoing or anything to the contrary contained herein, the City is and shall remain the sole and exclusive owner of all trademarks, trade names and logo. Under no circumstances shall the Contractor acquire any ownership interests whatsoever in the City's trademarks, trade names or logo.

3.5. Standard of Performance. All workmanship, services, materials or equipment, either at the Premises or intended for it, shall conform in all respects with the requirements of all this Contract, and shall be the best obtainable from the crafts and trades. In all cases, the services, materials, equipment, reports, plans, specifications, deliverables, workmanship, etc. shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the purpose for which they are intended. The standard of care and skill for all services performed by the Contractor shall be that standard of care and skill ordinarily used by other members of the Contractor's profession practicing under the same or similar conditions at the same time and in the same locality. The Contractor's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

3.6. Contractor's Employees. The Contractor shall at all times enforce strict discipline and good order among its employees, and shall not employ any unfit person or anyone not skilled in the work assigned.

3.7. Due Diligence Obligation. The Contractor acknowledges its responsibilities to examine and to be thoroughly familiar with the City's proposal document, including, but not limited to the specifications, and any addenda thereto. The Contractor hereby warrants and represents that prior to the submission of its proposal during the proposal process it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services or functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services or functions are included in this Contract and thereby warrants that:

3.7.1 it conducted or had opportunity to conduct all Due Diligence prior to the submission of its proposal and, accordingly, any additional costs, services or products resulting from the failure of the Contractor to complete Due Diligence prior to submission of its proposal shall be borne by the Contractor. Furthermore the Contractor had the opportunity during the proposal process to ask questions it saw fit and to review the responses from the City;

3.7.2 its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;

3.7.3 it is solely responsible for resolving any issues resulting from the failure to conduct Due Diligence and shall assume any costs that may result during the implementation of the Project, including, but not limited to, adherence to specifications and pricing for the Project.

3.7.4 it was responsible for specifying any changes and disclosing any new costs prior to the submittal of its proposal. Thus, in the event any changes or costs are disclosed by the Contractor, or otherwise required, during the performance of its services, the sole responsibility for any modification, delay and cost of such changes shall reside with the Contractor.

3.7.5 has familiarized itself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and Local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work;

3.7.6 has given the City written notice of any conflict, error or discrepancy that the Contractor has discovered in the Proposal Documents; and

3.7.7 agrees that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

3.8. Reporting Requirement. The Contractor shall deliver periodic, written reports as requested by the City's Using Agency setting forth (i) the issue date of the report, (ii) the time period covered by the report, (iii) a brief description of the work and services completed by the Contractor and/or delivered by the Contractor during the time period covered by the report, (iii) the Contractor's declaration as to whether the entirety of the Contractor's work and services required in this Contract will be, or will not be, completed within the Contract's Section 6 total compensation amount, and (iv) any and all additional useful and/or relevant information. Each report shall be signed by a _____ Officer.

NOTE: the Contractor's failure to deliver any report required herein shall be deemed a material breach of this Contract, the City hereby reserving the right to exercise all available legal remedy(ies) to address said breach.

4. Responsibilities of the City. Upon the City's receipt of Contractor's written request, the City will provide the Contractor with all documents, data and other materials the City agrees are necessary and appropriate to the service to be performed by the Contractor hereunder and the City will endeavor to secure, where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by the Contractor for the purpose of carrying out the services under this Contract.

5. Contract Time. The term of this Contract shall be for a period commencing upon execution of this Agreement by the Mayor of the City of Waterbury, pending all necessary approvals and terminating January 1, 2024, upon completion of the contracted services and work, unless sooner terminated as provided by this agreement or upon agreement of the Parties, in writing, that all services required under the Contract have been fully and completely provided. ("Contract Time").

5.1. Time is and shall be of the essence for all Project milestones, completion date for the Project. The Contractor further agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between the Contractor and City, that the Contract Time is reasonable for the completion of the Work. The Contractor shall be subject to City imposed fines and/or penalties in the event the Contractor breaches the foregoing dates.

6. Compensation. The City shall compensate the Contractor for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6.

Compensation for the Contractor's services shall not exceed One Hundred Four Thousand Five Hundred Ninety Dollars and Five Cents (\$104,590.05).

6.1. Limitation of Payment. Compensation payable to the Contractor is limited to those fees set forth in Section 6.1. above. Such compensation shall be paid by the City upon review and approval of the Contractor's invoices for payment and review of the work, services, deliverables, etc. required in this Contract and review as may be further required by the Charter and Ordinances of the City. Contractor's invoices shall describe the work, services,

reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

6.1.1 The Contractor and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to the Contractor in an amount equaling the sum or sums of money the Contractor and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding the Contractor's and/or its affiliate's real and personal tax obligations to the City.

6.3. Review of Work. The Contractor shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. The Contractor shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Contractor's demand for payment. The City shall not certify fees for payment to the Contractor until the City has determined that the Contractor has completed the work in accordance with the requirements of this Contract.

6.4. Proposal Costs. All costs of the Contractor in preparing its proposal for RFP No. 7106 shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other Contract.

6.5. Payment for Services, Materials, Employees. The Contractor shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. furnished to the City under this Contract. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc., going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final payment is made, the Contractor shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

7. Passing of Title and Risk of Loss. Title to each item of equipment, material, reports, plans, specifications, supplies, services, etc. required to be delivered to the City hereunder shall pass to City upon City payment to the Contractor for that item. Contractor and its insurer shall assume the risk of loss or damage up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's negligence.

8. Indemnification.

8.1. The Contractor shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including reasonable attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses (i) are

attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, (ii) are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Contractor, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable; (iii) enforcement action or any claim for breach of the Contractor duties hereunder or (iv) claim for intangible loss(es) including but not limited to business losses, lost profits or revenue

8.2. In any and all claims against the City or any of its boards, agents, employees or officers by the Contractor or any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 8.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

8.3. The Contractor understands and agrees that any insurance required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this Contract.

8.4. The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, agents, employees or officers as provided herein.

8.5. Royalties and Patents. The Contractor shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Contractor's own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, the Contractor shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by the Contractor and as to any award made thereunder.

8.6. In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Contractor shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Contractor, or its subcontractor, omission or commission..

9. Contractor's Insurance.

9.1. The Contractor shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by the Contractor and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so

obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

9.2. At no additional cost to the City, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the Contractor's obligation under this Contract, whether such obligations are the Contractor's or subcontractor or person or entity directly or indirectly employed by said Contractor or subcontractor, or by any person or entity for whose acts said Contractor or subcontractor may be liable.

9.3. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

9.4. The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Contractor:

9.4.1 General Liability Insurance: \$1,000,000.00 per occurrence, **\$2,000,000.00** aggregate and **\$2,000,000.00** Products and completed operations aggregate

Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

9.4.2 Automobile Liability Insurance: \$1,000,000.00 combined single limit (CSL) Providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non-owned autos.

9.4.3 Workers' Compensation: Statutory Limits within the State of Connecticut: Employers' Liability:

EL Each Accident **\$500,000.00**

EL Disease Each Employee **\$500,000.00**

EL Disease Policy Limit **\$500,000.00**

9.4.4 Abuse/Molestation Liability Insurance: \$1,000,000.00 per Occurrence, **\$1,000,000.00** Aggregate

9.4.5 Builder's Risk Insurance: \$1,000,000 each Occurrence

9.4.6 Contractors Pollution Liability Insurance: \$1,000,000.00 each claim, \$2,000,000.00 Aggregate coverage.

The foregoing per claim coverage plus appropriate aggregate coverage depending on the size of the job for contractor caused pollution events such as asbestos or lead abatement, but not limited to only these pollution causes of loss.

Additional Insured Language: The City of Waterbury and its Board of Education are listed as additional insured on all lines of coverage Except Automobile Liability and Workers Compensation and include a waiver of subrogation on all lines of coverage except Professional Liability as their interests may appear.

9.5. Failure to Maintain Insurance: In the event the Contractor fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset the Contractor's invoices for the cost of said insurance.

9.6. Cancellation: The City of Waterbury shall receive written notice of cancellation from the Contractor at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

9.7. Certificates of Insurance: The Contractor's General Liability shall be endorsed to add the City and its Board of Education as an additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the Contractor executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and the Waterbury Board of Education are listed as additional insured on all lines of coverage except Workers Compensation and Professional Liability and include a waiver of subrogation on all lines of coverage except Professional Liability as their interests may appear"**. The City's request for proposal number must be shown on the certificate of insurance. The Contractor must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

9.8. No later than thirty (30) calendar days after Contractor receipt, the Contractor shall deliver to the City a copy of the Contractor's insurance policies, endorsements and riders.

10. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the

Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Contractor of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: *EQUAL EMPLOYMENT OPPORTUNITY ACT*; *COPELAND ANTI-KICKBACK ACT*, as supplemented in the Department of Labor Regulations (29 CFR Part 3); *DAVIS-BACON ACT* as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974*, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

10.1. Permits, Laws, and Regulations. Permits and licenses necessary for the delivery and completion of the Contractor's work and services shall be secured in advance and paid by the Contractor. The Consultant shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work and services as specified.

10.2. Taxes-Federal, State and Local. The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon the Contractor for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Contractor remains liable, however, for any applicable tax obligations it incurs. Moreover, the Contractor represents that the proposal and pricing contained in this Contract do not include the amount payable for said taxes.

10.3. Labor and Wages. The Contractor and its subcontractors shall conform to the labor laws of the State of Connecticut, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.

10.3.1 The Contractor is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn. Gen. Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

10.3.2 The Contractor is aware of and shall comply with the provisions of both the Federal Davis-Bacon Act, the Federal American Recovery and Reinvestment Act of 2009, the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 and the American Rescue Plan Act as those may apply. The specified Acts and the provisions of all Acts from which funding for this Agreement is derived are hereby incorporated by reference and made part of this Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act (ARRA) provides that Federal wage rates apply to all ARRA funded contracts regardless of the contract's dollar value. The Coronavirus Response and Relief Act of 2021 governing ESSER II funding and the American Rescue Plan Act governing ARPA ESSER funding also provide that Federal wage rate laws apply to contracts funded under those legislative enactments.

This Agreement is subject to 2 C.F.R. Part 180, OMB Guidelines to Agencies on Government Debarment and Suspension and the U.S. Treasury Department is implementing regulations set forth at 31 C.F.R. Part 19 Government Debarment and Suspension.

11. Discriminatory Practices. In performing this Contract, the Contractor shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

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

11.2. Equal Opportunity. In its execution of the performance of this Contract, the Contractor shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, national origin or citizenship status, age or handicap. The Contractor agrees to comply with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

12. Intentional left blank.

13. Termination.

13.1. Termination of Contract for Cause. If, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor 14 calendar days prior to the termination date and specifying the effective date thereof, of such termination.

13.1.1 In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc., which shall not include third party license, prepared by the Contractor under this Contract shall, at the option of the City, become the City's property, and the Contractor shall receive just and equitable compensation for any satisfactory work completed for such.

13.1.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

13.2. Termination for Convenience of the City. The City may terminate this Contract at any time upon not less than thirty (30) calendar days prior written notice for the convenience of the City, by a notice in writing from the City to the Contractor. If this Contract is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made.

13.3. Termination for Non-Appropriation or Lack of Funding. The Contractor acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Contractor therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law. Notwithstanding the foregoing, - the City shall not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City,, in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

13.3.1 Effects of Non-Appropriation. If funds to enable the City to effect continued payment under this Contract are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Contract without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to the Contractor.

13.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay the Contractor for the agreed to level of the products, services and functions to be provided by the Contractor under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon fourteen (14) calendar days written notice to the Contractor, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

13.3.3 No Payment for Lost Profits. In no event shall the City be obligated to pay or otherwise compensate the Contractor for any lost or expected future profits. Notwithstanding the foregoing, - the City not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

13.4. Rights Upon Cancellation or Termination.

13.4.1 Termination for Cause. In the event the City terminates this Contract for cause, the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the documents, data, studies, reports, specifications, deliverables, etc., this shall not include the use of third party licenses, provide to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, the Contractor shall transfer all licenses to the City which the Contractor is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Contractor for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. The Contractor shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this agreement in whole or in part.

13.4.2 Termination for Lack of Funding or Convenience. In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay the Contractor for all documents, data, studies, reports, specifications, deliverables, etc. this shall not include the use of third party licenses, (including any holdbacks), installed and delivered to the City as of the Termination Date and the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Contractor shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and the Contractor may negotiate a mutually acceptable payment to the Contractor for reasonable demobilization expenses. Said demobilization

expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to Changes in the Work.

13.4.3 Termination by the Contractor. The Contractor may, by written notice to the City, terminate this Contract if the City materially breaches, provided that the Contractor shall give the City thirty (30) calendar days prior written notice and an opportunity to cure by the end of said thirty (30) day period. In the event of such termination, the Contractor will be compensated by the City for work performed prior to such termination date and the Contractor shall deliver to the City all deliverables as otherwise set forth in this Contract.

13.4.4 Assumption of Subcontracts. In the event of termination of this Contract, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract, and may further pursue completion of the work under this Contract by replacement contract or otherwise as the City may in its sole judgment deem expedient.

13.4.5 Delivery of Documents. In the event of termination of this Contract, (i) the Contractor shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and (ii) the City shall pay the Contractor for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

14. Ownership of Instruments of Professional Services. The City acknowledges the Contractor's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services. Notwithstanding the foregoing or anything to the contrary contained herein, Contractor is and shall remain the sole and exclusive owner of all trademarks, trade secrets, trade names, service marks, copyrights or other intellectual property rights related to the services rendered pursuant to this Agreement ("Contractor IP"). Under no circumstances shall the City acquire any ownership interests whatsoever in any Contractor IP apart from such Instruments of Professional Services. The City acknowledges that the Contractor IP is proprietary material and information of Contractor.

15. Force Majeure. Neither the Contractor nor the City shall be held responsible for delays or be considered to be in breach of this Contract or be subject to liquidated damages when their respective obligations under this Contract are caused by conditions beyond their control, including without limitation:

15.1. Acts of God, fire, explosion, epidemic, pandemic (or similar viral outbreak) cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies.

15.2. Change of law and order, proclamation, regulation, ordinance, or governmental requirement.

Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet the their obligations under this Agreement / to meet their schedule set forth in.

16. Subcontracting. The Contractor shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Contractor's services which approval shall not be unreasonably withheld,. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Contractor and shall name the City as an additional insured party and said subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all Federal, State and Local, laws, regulations and ordinances but such requirement shall not relieve the Contractor from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.

16.1. The Contractor shall be as fully responsible to the City for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

17. **Assignability.** The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

18. **Audit.** The City reserves the right to audit the Contractor's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract as may be required by the Funding Sources, including the State of Connecticut U.S. Treasury Department Federal Single Audit Act, Connecticut General Statutes, City of Waterbury Ordinances or in the event of a dispute. In the event the City elects to make such an audit, the Contractor shall promptly make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

19. **Risk of Damage and Loss.** The Contractor shall be solely responsible for causing the timely repair to and/or replacement of, City property or item(s) intended to become City property hereunder, where the need for repair or replacement was caused by the Contractor, by someone under the care and/or control of the Contractor, by any subcontractor of the Contractor, or by any shipper or delivery service. The Contractor shall be solely responsible for all costs and expenses, including but not limited to shipping, delivery, insurance, etc. associated with the foregoing repair and replacement obligation. Further, the Contractor shall be solely responsible for securing the City's written acceptance of all completed repairs and replacements required hereunder. The City hereby retains sole discretion to determine whether a repair or a replacement is the proper remedy.

20. **Interest of Contractor.** The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

21. **Entire Agreement.** This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Contractor.

22. Independent Contractor Relationship. The relationship between the City and the Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor shall be deemed to be an employee, agent or servant of the City. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract. It is the express intention of the parties hereto, and the Contractor hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Contractor hereunder is/are not and shall not be deemed an employee of the City of Waterbury, but is/are and shall remain an independent contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City of Waterbury and the Contractor or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Contractor hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that the Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

23. Severability. Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

24. Survival. Any provisions of this Contract that impose continuing obligations on the parties shall survive the expiration or termination of this Contract for any reason.

25. Contract Change Orders.

25.1. At the sole discretion of the City, a Change Order may be issued solely by the City to modify an existing party obligation set forth in this Contract where the scope of the Change Order is:

25.1.1 within the scope of the original Contract OR is made pursuant to a provision in the original Contract, AND

25.1.2 the Change Order monetary cost is charged solely against those funds encumbered for and at the time the Contract was originally executed by the City, that is those funds set forth in the original Contract as a not to exceed payment amount OR within the original Contract's contingency / allowance / reserve amount (if any is stated therein), AND

25.1.3 the Final Completion Date has not been changed.

25.2. Notwithstanding the foregoing subsection A, a Change Order shall not include:

25.2.1 an upward adjustment to a Contractor's payment claim, or

25.2.2 a payment increase under any escalation clause set forth in the original contract, or any Change Order, or any amendment.

25.3. That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed, and if agreed to, approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both the Contractor, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Contractor's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract. Any contract change NOT fully complying with this Section 25 shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are (i) the City's aforementioned **RFP No. 7106** and (ii) the Consultant's proposal responding to the aforementioned **RFP No. 7106**.

26.1. Procedure. This procedure supersedes all statements to the contrary occurring either in proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

26.2. Presumption. This Contract or any section thereof shall not be construed against any party due to the fact that the Contract or any section thereof was drafted by such party.

27. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance. The Contractor agrees that it waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. Notwithstanding any such claim, dispute or legal action, the Contractor shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

28. Binding Agreement. The City and the Contractor each bind themselves, and their successors, assigns and legal representatives to the other party to this Contract and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.

29. Waiver. Any waiver of the terms and conditions of this Contract by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Contract.

30. Governing Laws. This Contract, its terms and conditions and any claims arising there from shall be governed by the laws of the State of Connecticut.

31. Notice. Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's using Agency or the Contractor, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Contractor: Polar Electro, Inc.
15 Grumman Road West
Suite 1200
Bethpage, NY 11714

City: City of Waterbury
Department of Education
c/o Chief Operating Officer
235 Grand Street, 1st Floor
Waterbury, CT 06702

32. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.

The Person (the term "Person" shall herein be as defined in Section 3g of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

32.1. It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

32.2. It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a

requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

32.3. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Consultant or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

32.4. The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.

32.5. Upon a showing that a subcontractor made a kickback to the City, a prime Contractor or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

32.6. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 32.6., the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 32.6. shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

32.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has (i) delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; (ii) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (iii) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and (iv) filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

32.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 32.1-32.7.

32.9. The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

32.10. The Contractor hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site:

<http://www.waterburyct.org/content/458/539/default.aspx> [click link titled "The City of Waterbury Code of Ordinances Passed 8/24/2009". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST".

32.11. The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects" and the State of Connecticut Legislature's Special Act No. 01-1.

32.12. Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

32.13. INTEREST OF CITY OFFICIALS. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.

32.14. PROHIBITION AGAINST CONTINGENCY FEES. The Contractor hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

32.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the Contractor set forth in Section 6 herein is greater than

\$2,500,000.00, the City is entitled to receive a copy of any and all Contractor records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

(signature page follows)

IN WITNESS WHEREOF, the parties hereto execute this Contract on the dates signed below

WITNESSES:

CITY OF WATERBURY

Sign: _____

By: _____

Print name: _____

Neil M. O'Leary, Mayor


Sign: _____

Date: _____

Print name: _____

WITNESSES:

POLAR ELECTRO, INC.

Sign: 

Print name: Laura Lo Cicero

By: 

Its: MICHAEL
PRESIDENT HARRINGTON

Sign: 

Print name: Michael Valentino

Date: 3.08.2022

ATTACHMENT A

1. The City's solicitation documents, RFP No.7106 (attached hereto)
2. Bidder's Quote dated January 28, 2022 (attached hereto)
3. Bidder's Response to RFP No. 7106 (attached hereto)
4. Stockholder's Affidavit; Non-Collusion Affidavit; Certificate, incorporated by reference
5. Certificates of Insurance, incorporated by reference
6. All applicable Federal. State and local statutes, regulations charter and ordinances. (Incorporated by reference)
7. All Required Licenses See attached Document
8. See **REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS** attached

REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS

dated June 2021

Contractor shall comply with all applicable Federal statutes, regulations, executive orders, the American Rescue Plan Act, and any interpretive guidance by other parties in any agreements it enters into with other parties relating to these funds. Compliance requirements specifically include Sections 602 (b) and 603 (b) of the Social Security Act as added by Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021).

In addition:

1. Contractor shall comply with regulations adopted by the Treasury pursuant to section 602(f) of the Social Security Act, and guidance issued by the Treasury regarding the foregoing and shall comply with all other applicable federal statutes, regulations, and executive orders.

Federal regulations applicable to this contract include, without limitation, the following:

- 1.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2, C.F.R. Part 200
- 1.2 Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- 1.3 Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- 1.4 OMB Guidelines on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement too include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F. R. Part 180 and treasury's implementing regulation at 31 C.F.R. Part 19.
- 1.5 Recipient Integrity and Performance matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- 1.6 Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- 1.7 New Restrictions on Lobbying, 31 C.F.R. Part 21.
- 1.8 Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§4601-4655) and implementing regulations.
- 1.9 Generally applicable federal environmental laws and regulations.
- 1.10 Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibits discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.
- 1.11 The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status or disability.
- 1.12 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
- 1.13 The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance.

- 1.14 Title II of the American with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereof.
- 1.15 The contractor, its subcontractors and assigns, shall comply with following assurances:
- 1.15.1 Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or natural origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
- 1.15.2 Contractor acknowledges that Executive Order 13166, “Improving Access to Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with the department of Treasury’s directives, to ensure that FEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Contractor’s programs, services, and activities.
- 1.15.3 Contractor agrees to consider the need for language services for LEP persons when Contractor develops applicable budgets and conducts programs, services and activities. As a resource the Department of Treasury has published its LEP guidance at 70 CFR 6067. For more information on taking reasonable steps to provide meaningful access to LEP persons, please visit <http://www.lep.gov>.
- 1.15.4 Contractor acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor’s successors, transferees, and assigns for the period in which such assistance is provided.
- 1.16 The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000 et seq., as implemented by the Department of Treasury’s

Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

- 1.17 Seat Belt Use. Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- 1.18 Reducing Text Messaging When Driving. Contractor is encouraged to adopt and enforce policies that ban text messaging while driving.
- 1.19 If Contractor produces any publication with funds from an ARPA funded project, Contractor will include in the publication the following language: "This project is supported, in whole or in part, by federal award number _____ awarded to the City of Waterbury, by the U.S. Department of Treasury.
- 1.20 The Contractor shall protect all Whistleblowers as follows:
 - a) Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
 - b) In accordance with 41 U.S.G. §4712, Contractor may not discharge, demote or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, and abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
 - c) The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of the City of Waterbury, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

OFFICE OF THE CORPORATION COUNSEL
CITY OF WATERBURY

(Phone: 203-574-6731; Fax: 203-574-8340)

ACKNOWLEDGEMENT OF REVIEW OF CONTRACT OR GRANT

Re: **Contract** or Grant
PSA – RFP 7106 Polar Electro Inc.

Department: Education: Health and Physical Education

I hereby acknowledge that I, as department head of the above referenced department, or my designee, have personally and thoroughly reviewed the above-referenced final contract/grant and that this contract/grant fully and adequately documents all the details and particulars with reference to the term, specifications as was bid, compensation, fees and expenses payable by the City.

I further acknowledge that the Scope of Services is complete and contains all services expected to be performed by the contractor for the City of Waterbury.

Joseph R. Gorman

Joseph R. Gorman
Supervisor of Health and Physical Education

____03-29-2022_____
Date



Miguel A. Pabón

Director of Pupil Services

(203) 346-3505

miguel.pabon@waterbury.k12.ct.us

March 30, 2022

Honorable Commissioners
Waterbury Board of Education
236 Grand St.
Waterbury, CT 06702

And

The Honorable Board of Aldermen
City of Waterbury
City Hall
Waterbury, CT 06702

Re: Request for approval of Amendment 1 to the contract between the City of Waterbury and EBS Healthcare, Inc. dba Educational Based Services (EBS) for speech and language pathology services.

Dear Honorable Board of Education and Board of Aldermen:

I respectfully request approval for the attached Amendment 1 of the contract between EBS Healthcare, Inc., dba Educational Based Services (EBS) and the City of Waterbury for speech and language services. EBS was awarded a three-year contract for speech and language services in the amount of \$1,208,428.00 from 7/1/20 – 6/30/23 after the Department issued RFP 6575. Amendment 1 increases the speech services in the amount of 8,783 hours at \$74.00 an hour and increases the amount of the current contract by \$650,000.00 for a total amount of \$1,858,428.00. The contract is paid for with general funds.

The need for an increased number of speech services is necessary due to the shortage of SLP staff in the District. Additional speech services are needed for students with disabilities and EBS will help to provide some of those speech services. The Director of Purchasing approved Amendment 1, finding it is within the scope of the original procurement and that a new bidding process would cause a hardship for the City. A tax clearance has been obtained.

I appreciate your consideration in this important matter.

Respectfully Submitted,


Miguel Pabón

Enc. Amendment 1 to EBS Healthcare, Inc. contract

AMENDMENT 1
To
PROFESSIONAL SERVICES AGREEMENT
RFP #6575
for
SPEECH AND LANGUAGE THERAPY SERVICES
between
The City of Waterbury, Connecticut
And
EBS Healthcare, Inc, dba Educational Based Services (EBS)

THIS AMENDMENT 1, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and EBS Healthcare, Inc., dba Educational Based Services, located at 200 Skiles Boulevard, West Chester, Pennsylvania 19382, a State of Pennsylvania corporation duly registered in the State of Connecticut as a foreign corporation, having an address at 1266 East Main Street, Suite 700 R Stamford, CT 06902 Connecticut ("EBS").

WHEREAS, the City and EBS entered into an Agreement with a term commencing on July 1, 2020 and terminating on June 30, 2023 ("Agreement"); and

WHEREAS, in accordance with Section 21 of the Agreement, the parties now desire to amend the Agreement to provide for additional hours of speech and language therapy and provide for additional compensation.

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Section 1 of the Agreement, entitled "Scope of Services" shall be amended by this Amendment 1 to read as follows:

1. Scope of Services. EBS shall provide all of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. EBS shall make such revisions or modifications to its work, at its own cost and expense, as the City may require in order to be deemed complete.

- 1.1 The Project consists of, and EBS shall provide, up to **14,251** hours of speech and language therapy and related services to Waterbury School District students, age 3-21, per year for the number of hours, days, or portions thereof as the District may require during the school year and during the summer, as more particularly detailed and described in RFP #

6575 and EBS' response thereto which are attached hereto as part of **Attachment A**, hereby made material provisions of this Contract.

Attachment A shall consist of the following, which are attached hereto, are acknowledged by EBS as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

2. Section 6.1 of the Agreement, entitled "Fee Schedule" shall be amended by this Amendment 1 to read as follows :

6.1. Fee Schedule. The fee payable to EBS shall not exceed ONE MILLION EIGHT HUNDRED FIFTY EIGHT THOUSAND FOUR HUNDRED TWENTY-EIGHT DOLLARS and .00/100 (**\$1,858,428.00**) for the entire three year term of this contract as set forth below:

- 6.1.1** July 1, 2020-June 30, 2021
An amount not to exceed
Three Hundred Ninety-Nine Thousand One Hundred
Sixty-Four Dollars.....\$399,164.00
Based on an hourly rate of Seventy-Three Dollars.....\$73.00
- 6.1.2** July1, 2021-June 30, 2022
An amount not to exceed
Four Hundred Four Thousand Six Hundred
Thirty-Two Dollars.....\$404,632.00
Based on an hourly rate of Seventy-Four Dollars.....\$74.00
- 6.1.3** July1, 2022--June 30, 2023
An amount not to exceed
One Million Fifty Four Thousand Six Hundred
Thirty-Two Dollars.....**\$1,054,632.00***
Based on an hourly rate of Seventy-Four Dollars.....\$74.00
- 6.1.4** Total Compensation
One Million Eight Hundred Fifty Eight Thousand Four
Hundred Twenty-Eight Dollars.....**\$1,858,428.00***

3. All other terms, conditions, and provisions of the Agreement amended by this Amendment 2 shall remain in full force and effect and binding on the parties hereto.

(Signature page to follow)

IN WITNESS WHEREOF, the parties hereto execute this Contract on the dates signed below.

SIGN & DATE

WITNESSES:

CITY OF WATERBURY

By: _____
Neil M. O'Leary, Mayor

Date: _____

WITNESSES:

**EBS HEALTHCARE, INC DBA
EDUCATIONAL BASED SERVICES (EBS)**

By: _____

Its: _____

Date: _____

CTC101: College Success Seminar (1st Year ECHS) This first year course teaches students the fundamental skills and strategies required to support learning in a university environment. This course is structured to help students analyze values, motivations, and goals, while helping connect present university experiences with current and future career goals. Emphasis is placed on academic skills, personal assessment, career exploration, and development of interpersonal soft skills.

CIS110: Digital Skills for College & Career (1st Year ECHS) This course strives to meet the digital literacy needs of students and professionals to succeed in the twenty-first century. Special emphasis is placed on the ethical use of digital technology for information analysis and collaboration. Students are introduced to the Internet, digital file management, operating systems, word processing, spreadsheets, and presentation software.

ENG110: College Writing (1st Year ECHS) This introductory writing course is designed to refine students' analytical and critical writing skills by focusing on the writing process. Students will practice various writing styles, research methods, and critical thinking skills which will contribute to success in their University courses and their chosen careers.

ENG130: Literature and Composition (2nd Year ECHS) Students will engage in the active reading and critical analysis of various genres of literature while examining text for the author's use of literary devices such as imagery, symbolism, and theme. Additionally, students will apply literary response methodologies to interpret, connect, and respond to analytical queries through persuasive and responsive writing.

COM107: Introduction to Communication (2nd Year ECHS) This introductory course will focus on the knowledge and skills that students need to become competent communicators. This information and these skills will include speaking, listening, media literacy, computer-mediated communication, cultural sensitivity, workplace communication, group dynamics, and critical thinking. Students will prepare and present speeches and group projects that utilize media and technology. Emphasis will be placed on social and workplace interaction, both individually and in group settings.

LAW101: Introduction to Law (2nd Year ECHS) This course is an introduction to the American federal and state legal systems. Students will learn about the Constitution and the three branches of government it creates: legislative, executive, and judicial. Topics include jurisdiction, statutes, case law, and specific areas of the law.

MAT105: Quantitative Methods (3rd Year ECHS) This course surveys topics in elementary algebra, personal finance, probability, and statistics. Topics include solving algebraic equations, solving ratio and proportion problems, applications involving percentage and interest, applying the definition of probability, measures of central tendency, descriptive statistics, frequency distributions, graphical representation of data, and applications of the normal distribution. Topics focus on real-life situations, decision-making skills, and problem solving. Some working knowledge of elementary algebra is expected. Scientific graphing calculator strongly recommended.

MAT120: College Algebra (3rd Year ECHS) This course provides a deeper understanding of the concepts of algebra including function applications, inequalities in two variables, matrix operations, linear programming, quadratic and polynomial applications, and solving rational and radical equations.

ACC111: Financial Accounting (3rd Year ECHS) This course is for the student to learn about accounting as an information development and communications function that supports economic decision-making. The course will help students perform financial analysis; derive and assess information for personal or organizational decisions; and understand business, governmental, and other organizational entities.

PSY101: Fundamentals of Psychology (3rd Year ECHS) This course emphasizes the nature of psychology as a social and behavioral science. It surveys fundamental areas in psychology, including research methodologies, the brain and behavior, learning, human development, intelligence, personality, psychological disorders, and social psychology.

[illegible]

Attendance Requirements for Course Credit or Promotion**Attendance**

Connecticut state law requires parents to cause their children, ages five through eighteen inclusive, to attend school regularly during the hours and terms the public school is in session. Parents or persons having control of a child five years of age have the option of not sending the child to school until ages six or seven. Mandatory attendance terminates upon graduation or withdrawal with written parent/guardian consent at age seventeen.

A student is considered to be “in attendance” if present at his/her assigned school, or an activity sponsored by the school (e.g., field trip), for at least half of the regular school day. A student who is serving an out-of-school suspension or expulsion should always be considered absent. A student not meeting the definition of “in attendance” shall be considered absent.

A student’s engagement in remote classes, remote meetings, activities on time-logged in electronic systems, and completion and submission of assignments, if such engagement accounts for not less than one-half of the school day during remote learning is in attendance and the remote learning is authorized.

Classroom learning experiences are the basis for public school education. Time lost from class is lost instructional opportunity. The Board of Education requires that accurate records be kept of the attendance of each child, and students should not be absent from school without parental knowledge and consent.

1. DEFINITIONS (related to chronic absenteeism)

Chronically absent child: An enrolled student whose total number of absences at any time during a school year is equal to or greater than ten percent of the total number of days that such student has been enrolled at such school during such school year.

Absence: An excused absence, unexcused absence or disciplinary absence, as those terms are defined by the State Board of Education pursuant to C.G.S. 10-198b.

District chronic absenteeism rate: The total number of chronically absent children in the previous school year divided by the total number of children under the jurisdiction of the Board of Education for such school year.

School chronic absenteeism rate: The total number of chronically absent children for a school in the previous school year divided by the total number of children enrolled in such school for such school year.

Excuses: A student’s absence from school shall be considered “excused” if written documentation of the reason for such absence has been submitted within ten (10) school days of the student’s return to school and meets the following criteria:

Note: *The use of the state approved definitions of “excused” and “unexcused” absences are for state purposes for the reporting of truancy. Districts are not precluded from using separate definitions of such absences for their internal uses such as involving decisions on areas such as promotion and grading.*

Attendance Requirements for Course Credit or Promotion, continued

- A. For absences one through nine, a student's absences from school are considered "excused" when the student's parent/guardian approves such absence and submits appropriate documentation to school officials.
- B. Absence resulting from a student enrolled in grades K-12, taking two mental health days during the school year. Such absence is to permit the student to attend to emotional and psychological well-being in lieu of attending school.

A student cannot take these mental health days during consecutive school days.

Such documentation includes a signed note from the student's parent/guardian, a signed note from a school official that spoke in person with the parent/guardian regarding the absence, or a note confirming the absence by the school nurse or by a licensed medical professional, as appropriate. Documentation should explain the nature of and the reason for the absence as well as the length of the absence. Separate documentation must be submitted for each incidence of absenteeism.

- C. For the tenth absence and all absences thereafter, a student's absences from school are considered excused for the following reasons:
 - 1. Student illness (must be verified by a licensed medical professional to be deemed excused, regardless of the length of the absence);
 - 2. Student's observance of a religious holiday;
 - 3. Death in the student's family or other emergency beyond the control of the student's family;
 - 4. Mandated court appearances (documentation required);
 - 5. The lack of transportation that is normally provided by a district other than the one the student attends (no parental documentation required);
 - 6. Extraordinary educational opportunities pre-approved by District administration and to be in accordance with Connecticut State Department of Education guidance.
- D. A student's absence from school shall be considered unexcused unless:
 - 1. The absence meets the definition of an excused absence and meets the documentation requirements; or
 - 2. The absence meets the definition of a disciplinary absence, which is the result of school or District disciplinary action and are excluded from these State Board of Education approved definitions.

When the school in which a child is enrolled receives no notification from a parent or other person having control of the child is aware of the child's absence, a reasonable effort shall be made by school personnel or volunteers under the direction of school personnel to notify by telephone and by mail such parent or other person having control of the child.

Responsibility for completion of missed classwork lies with the student, not the teacher. Unless a student has an extended illness, all make-up work will be completed within five days after the student returns to school.

Attendance Requirements for Course Credit or Promotion, continued**Excused Absences for Children of Service Members**

An enrolled student, age five to eighteen, inclusive, whose parent or legal guardian is an active duty member of the armed forces, as defined in section 27-103, and has been called to duty for, is on leave from, or has immediately returned from deployment to a combat zone or combat support posting, shall be granted ten days of excused absences in any school year and, at the discretion of the Board of Education, additional excused absences to visit such child's parent or legal guardian with respect to such leave or deployment of the parent or legal guardian. In the case of such excused absences such child and parent or legal guardian shall be responsible to obtaining assignments from the student's teacher prior to any period of excused absence, and for ensuring that such assignments are completed by such child prior to his or her return to school from such period of excused absence.

Chronic Absenteeism

The Board of Education, in compliance with statute, requires the establishment of attendance review teams when chronic absenteeism rates in the District or at individual schools in the District meet the following circumstances:

1. A team for the District must be established when the District chronic absenteeism rate is 10 percent or higher.
2. A team for the school must be established when the school chronic absenteeism rate is 15 percent or higher.
3. A team for either the District or each school must be established when (a) more than one school in the District has a school chronic absenteeism rate of 15 percent or higher or (b) a District has a District chronic absenteeism rate of 10 percent or higher and one or more schools in the District have a school chronic absenteeism rate of 15 percent or higher.

Each attendance review team shall be responsible for reviewing the cases of truants and chronically absent children, discussing school interventions and community referrals for such truants and chronically absent children and making any additional recommendations for such truants and chronically absent children and their parents or guardians. Each established attendance review team shall meet at least monthly.

The District shall utilize the chronic absenteeism prevention and intervention plan developed by the State Department of Education. Such plan must include the means for collecting and analyzing data relating to student attendance, truancy and chronic absenteeism. The data must be disaggregated by school district, school grades and subgroups such as race, ethnicity, gender, eligibility for free and reduced priced lunches, students whose primary language is not English, and students with disabilities.

The District shall annually include in information for the strategic school profile report for each school and the District that is submitted to the Commissioner of Education, data pertaining to truancy and chronically absent children.

Attendance Requirements for Course Credit or Promotion, continued

The Principal or his/her designee of any elementary or middle school located in a town/city designated as an alliance district may refer to the children's truancy clinic established by the Probate Court serving the town/city, a parent/guardian with a child defined as a truant or who is at risk of becoming a truant. *(An attendance officer or a police officer shall deliver the citation and summons and a copy of the referral to the parent/guardian.)*

Dismissal

No school, grade, or class may be dismissed before the regularly scheduled dismissal time without the approval of the Superintendent or his/her designee.

No teacher may permit any individual student to leave school prior to the regular hour of dismissal without the permission of the Principal.

No student may be permitted to leave school at any time other than at regular dismissal without the approval of the student's parent/guardian. If a court official with legal permission to take custody of a child, or if a police officer arrests a student, the parent/guardian should be notified of these situations by the administration.

The classroom or homeroom teacher or administrative assistant or administrative designee determines the legitimacy of an excused absence, and final determination will be made by building principal.

2. **TWENTY ABSENCE LIMIT for any student enrolled in the Waterbury School System in grades K – 12:** No student may receive course credit for a full-year course after having been absent from that course more than twenty (20) class periods during the school year. These absences will be pro-rated for other than full-year courses and for courses meeting other than five (5) periods per week. All absences in a class will be counted except those incurred while a student participates in school-sponsored activities and/or essential administrative business and/or for an absence that meets the definition of a disciplinary action.
3. **TARDINESS/EARLY DISMISSAL: For the purpose of tardiness and early dismissal,** "excused" is defined the same as "excused" absence. A pupil who is tardy or dismissed early must report to the office before reporting to his/her classroom. Regardless whether the tardy or early dismissal is excused or unexcused, the student must be present in school for at least half of the regular school day in order to receive attendance credit for the day.

For High School and Middle School: Pupils are considered tardy or dismissed early if not in class when the bell rings. For every three unexcused tardies to school or for every three unexcused early dismissals from school, one unexcused day of absence will be assessed to the student's academic record for that class period specifically affected by the tardy or early dismissal

Attendance Requirements for Course Credit or Promotion, continued

At the high school level, the unexcused tardy or unexcused absence applies to each individual class the student is late for or absent from. This may apply to more than one class. In addition, when homeroom is dissolved, the student's previous unexcused absences and unexcused tardies will be reflected in the student's first period class.

For Elementary Schools: Total unexcused tardy and unexcused early dismissal time accumulated throughout the year will be assessed to the student's academic record as determined by the school administrator.

4. The Board of Education's policy "Attendance Requirements for Students under 18 Years of Age with Respect to Truancy, #5113.2, will be strictly enforced.
5. The school administrator or administrative designee will be responsible for administering policy.
6. **WAIVERS POLICY:** A student who has accumulated more absences than allowed by the policy, may be issued a waiver by school administration if extenuating circumstances exist but who feels that the situation warrants special consideration, may appeal to the administration for a waiver increasing the number of allowable absences for that particular student. At the discretion of the administration, the parent may be requested to appear at the hearing to verify the legitimacy of the appeal extenuating circumstances.

A waiver will become a part of the student's permanent cumulative file and recorded into the computer data base.

7. APPEALS:

- A. If extenuating circumstances exist, parents and students have the right to a waiver of the appeal denial of credit and/or promotion. The appeal waiver must be requested in writing within five (5) business days after notification of credit withdrawal and directed to the school principal.
- B. Each school will set up an Appeals Board to consider the waiver appeal, consisting of the principal or designee and two teachers to informally hear all requests. Other pupil personnel faculty may be invited by the Appeals Board to participate when appropriate. All parties directly involved may attend the informal hearing. The Appeals Board will meet as soon as possible after individual students have exceeded their absences.
- C. The Appeals Board will consider:
 1. Presentation by school staff and/or the parent/legal guardian/s
 2. Documentation from medical personnel
 3. The student's attendance record
 4. The student's request to earn back lost credit
 5. Other information deemed appropriate by the administration

- D. A student may be allowed an attendance appeal hearing on a yearly basis. However, a successful ~~waiver for promotion or restoration of appeal for credit or promotion~~ may only be granted twice in grades K-5, once in grades 6-8, and once in grades 9-12.
- E. Decisions of the Appeals Board are final. ~~Waivers Appeals~~ granted or denied must become a part of student's permanent cumulative file and recorded into the computer data base.

Students

5113(f)

Attendance Requirements for Course Credit or Promotion, continued

(cf 5113.2)

Legal Reference Connecticut General Statutes:

10-220(c) Duties of boards of education (as amended by PA 15-225)

10-184 Duties of parents (as amended by PA 98-243 and PA 00-157)

10-185 Penalty

10-198a Policies and procedures concerning truants (as amended by PA 11-136, An Act Concerning Minor Revisions to the Education Statutes and PA 14-198, An Act Concerning Excused Absences from School for Children of Service Members, and PA 16-147, An Act Concerning the Recommendations of the Juvenile Justice Policy and Oversight Committee)

10-198b State Board of Education to define "excused absence," "unexcused absence," and "disciplinary absence"

10-198c Attendance review teams.

10-198d Chronic absenteeism (as amended by PA 17-14 and PA 18-182)

45a-8c Truancy clinic. Administration. Policies and procedures. Report. (as amended by PA 15-225)

10-199 through 10-202 Attendance, truancy - in general

Action taken by State Board of Education on January 2, 2008, to define "attendance."

Action taken by State Board of Education on June 27, 2012, to define "excused" and "unexcused" absences.

PA 17-14 An Act Implementing the Recommendations of the Department of Education

PA 21-46 An Act Concerning Social Equity and the Health, Safety and Education of Children

Policy adopted by the Waterbury Board of Education on September 5, 2013.
Revised on September 8, 2017, September 20, 2018M and December 16, 2021

Policy suspended for the 2020/2021 SY on May 6, 2021



Electronic Participation

~~The Board will allow Committee members to participate in meetings of Standing or Ad-Hoc Committees, except Grievance Committee, by video conferencing, utilizing Board-issued devices, at the discretion of the Committee Chair. Meetings in which board members participate electronically are subject to the requirements of the Freedom of Information Act.~~

~~When a Committee member participates electronically, the member will be considered present for purposes of a quorum. The meeting minutes will document when members participate electronically.~~

~~Whenever possible, committee members wishing to participate in a meeting electronically will notify the Committee Chair and the Clerk of the Board at least one (1) business day prior to the meeting date.~~

~~The meeting will be visible and audible to the public at the location specified in the notice for the meeting. The identification of each party to the video conference shall be clearly noted.~~

Recognizing the inherent responsibility and statutory duties of Board of Education members, the Waterbury Board of Education strongly encourages Board members to attend in person and participate at meetings of the Board. Though great importance is given to the physical presence of Board members at meetings, the attendance and participation of members electronically is authorized whenever physical presence is not practicable.

The Board of Education allows electronic participation by Committee members during meetings of standing and ad-hoc committee meetings, and by Board members during Workshop and Regular meetings of the Board. Meetings in which some Board members participate electronically are subject to the requirements of the Freedom of Information Act.

The Board of Education authorizes that the Board President or presiding officer may allow Board members to participate electronically in a Board meeting if there is good cause why the Board members cannot attend in person and the request is received two (2) business days in advance to allow a good quality electronic connection to be set up. Consideration will be given in emergency situations on shorter notice if required set up is attainable. Members who participate in a Board meeting through electronic means may be counted in the quorum. The location of the meeting must be at a location to allow the public to adequately monitor the meeting.

Any Board member wishing to participate in a meeting electronically will notify the Board President, the Clerk of the Board, and the Superintendent as early as possible, but no later than two (2) business days prior to the meeting. The district IT department will provide and advise the best means of electronic participation with the appropriate equipment so that Board members participating in the meeting electronically may interact and the public may observe or hear the comments made.

The following will apply whenever any committee member or board member participates electronically:

All votes at a meeting in which members are attending by electronic means shall be taken by roll call.

Due to security concerns, electronic participation in closed executive sessions and Grievance Committees will not be permitted.

The Board Clerk will document, in the Minutes, when members participate in the meeting electronically.

If electronic communication fails, Board members/Committee members participating electronically will be deemed absent during that period.



Adopted on August 16, 2018 and revised on **DRAFT**

Waterbury Public Schools

JOB CLASSIFICATION DESCRIPTION

JOB CLASSIFICATION TITLE

Facilities Operation Manager (Grant position)

DEPARTMENT

Office of the School Inspector

Bargaining Unit Classification: Non-union Follows
WMAA (Managers)

REPORTS TO:

WPS School Inspector

FLSA DESIGNATION

Exempt

Salary: \$ 95,000 to \$140,000*

(Negotiable based on level of experience)

**Continued employment is contingent upon grant funding*

PART I - SUMMARY OF CLASSIFICATION

This class is accountable for the overall assistance of operations and maintenance of all school facilities in the Waterbury Public Schools, including but not limited to assisting in the development and implementation of long range facility plans and capital project planning aligned to ESSR and ARP ESSER Building Safe and Healthy Schools. The Facilities Operation Manager creates and monitors the development and implementation of yearly operating budgets and provides input on capital project budgets to the City. This class is also accountable for independently conducting plan reviews and inspections of facilities for compliance with construction, fire safety and other applicable codes and regulations.

Guidelines for Class Use: The employee in this class works closely with the School Inspector under the guidance of the Chief Operating Officer to direct and exercise judgment over all subordinate employees in the maintenance and repair of school buildings, grounds, and related capital assets in use.

PART II - QUALIFICATIONS

A. EDUCATION AND EXPERIENCE

1. Five (5) years of school building/facilities construction management experience.
2. Bachelor's degree from a recognized college or university in architecture, civil or structural engineering, business administration, property/construction management, or related field. Or Technical School training in an Engineering and/or Building Science discipline.
3. Two (2) years of General Experience must have been in the supervision of custodial and maintenance services and building operations.

Substitution Allowed:

1. Technical School training and certification in commercial or industrial fields (i.e. HVAC) may be substituted for a bachelor's degree as described and stated above.

B. LICENSURES, CERTIFICATIONS, AND OTHER REQUIREMENTS:

1. Incumbents in this class are required to possess and maintain a current Motor Vehicle Class D Operator's License and have a good driving record.
2. Incumbents in this class may be required by the appointing authority to possess and retain appropriate current licenses, permits, and/or certifications and keep them current and viable throughout their employment in this class
3. Must provide one's own transportation in accordance with City's personal vehicle use policy and for which travel reimbursement is provided.
4. Must obtain Asbestos Supervisor's Certificate within six (6) months from the date of hire.

KNOWLEDGE, SKILLS, AND ABILITIES

- Comprehensive knowledge of laws, ordinances, and codes pertaining to school facility operations, building construction, energy conservation measures, and the Green Cleaning Program.
- Comprehensive knowledge of the operation and maintenance of mechanical, building energy management,

and structural systems in schools;

- Knowledge of and ability to design and administer capital projects with multiple funding sources, including the development of specifications, and procurement of contractual services;
- Knowledge of general maintenance methods, operating requirements and safety precautions related to facilities management.
- Knowledge of basic principles of construction, school plant maintenance, and custodial operations.
- Knowledge of computer-based maintainable asset and work order management systems.
- Knowledge of HVAC and controls, troubleshooting requirements, and associated lifecycle analysis and planning.
- Knowledge of Building Management systems and maintenance.
- Knowledge of OSHA and other environmental regulations.
- Interpersonal, Oral, and written communication skills.
- Ability to analyze, organize and lead a diverse facilities workforce.
- Ability to manage budget and personnel.
- Ability to implement policies and procedures.
- Ability to inspect buildings and interpret codes, rules, and guidelines pertaining to Facilities Operations.
- Ability to read blueprints and schematic drawings.
- Ability to work with individuals from diverse backgrounds.

PART III - DUTIES & RESPONSIBILITIES (The following identifies the primary and essential functions of the position and is not intended to be an exhaustive list of all duties and responsibilities.

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|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none">• Writes and contributes to technical RFPs/ Contracts, engineering specifications and creates bid-ready Conceptual Design documents.• Performs bid leveling, conducts bidder interviews, and provides input based on contractor selection• Assists and consults with facility administrators regarding building, fire, and health safety code requirements and corrective measures.• Assists in the creation of a staff development plan that includes ongoing training and employee recognition;• Assists in the creation and execution of long-range facility plans and capital projects with central office administrators, building principals, BOE Projects Manager, architects, engineers, consultants, and City and State officials.• Assists in maintaining records to support departmental activities and prepares projections and reports on regular operations.• Assists in outlining improvements in operational procedures and standards to maximize resources;• Assists in overseeing the activities of custodial, maintenance, and outsourced services to maintain and improve conditions in all schools.• Assists in overseeing the administration of all functions related to building operations and facilities | <p>planning;</p> <ul style="list-style-type: none">• Assists in the management of proper care and maintenance of all district facilities and enforces health and safety requirements and regulations and manages department equipment and vehicles.• May assist in the scheduling of the work of various trades workers such as HVAC (heating ventilation and air conditioning) laborers, maintainers, carpenters, electricians, plumbers, masons, grounds crew, and painters.• Assist with after-hours and weekends in emergency calls involving facility needs. This duty is performed irregularly. Coordinates snow removal operations for school buildings.• Assists in providing detailed budget recommendations to address ongoing operational and preventive maintenance needs for schools.• Assist in recommending and implementing energy conservation measures.• May assist in representing the school district at various meetings, conferences, and events at the discretion of the School Inspector or designee.• Assists in the supervision and coordination of all capital improvement projects in District facilities and coordinates implementation with BOE Projects Manager, School Inspector, and |
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Central office administrators and building principals.

- May conduct in-service training of department staff and other state agencies as required.
- May participate in disaster preparedness program, serving as a member of the division response team.

- Provide managerial support and coverage to the staff and department in the absence of the School Inspector.
- Performs other related duties as required/directed by the school inspector and designee.

PART IV- POSITION SUPERVISE

Assists in the supervision of all staff as directed by the School Inspector or his designee.

PART V - WORKING CONDITIONS, PHYSICAL AND MENTAL REQUIREMENTS

Employees appointed to positions in this class must have adequate physical strength, stamina, physical agility, and visual and auditory acuity and must maintain such physical fitness as to be able to perform the duties of the class. A physical examination is required. Incumbents in this class may be required to lift moderate to heavy weights; may be exposed to extreme weather conditions and risk of injury from equipment. The City may require completion of an asbestos removal program consistent with EPA guidelines for operations and maintenance during employment in this class. Incumbents may be required to use protective equipment such as respirators and safety goggles. Incumbents in this class may be exposed to some risk of injury or physical harm from exposure to building construction sites, fire scene or structural failure environments, and a moderate degree of discomfort from exposure to year-round weather conditions.

Frequency: Place an "X" in each box that is appropriate to your job.

NEVER (N)	OCCASIONALLY (0)				FREQUENTLY (F)	CONSTANTLY (C)			
0 % of Shift	1-33% of Shift				34-66% of Shift	67-100% of Shift			
Working Conditions	N	0	F	C	Working Conditions	N	0	F	C
Physical Demands					Depth Perception		X		
Standing		X			Color Distinction		X		
Walking		X			Peripheral Vision		X		
Sitting			X		Driving			X	
Lifting		X			Physical Strength:				
Carrying		X			Little Physical Effort (-10 lbs.)				
Pushing		X			Light Work (-20 lbs.)			X	
Pulling		X			Medium Work (20-50 lbs.)			X	
Climbing		X			Heavy Work (50-100 lbs.)		X		
Balancing		X			Very Heavy Work (100+ lbs.)		X		
Stooping		X			Environmental Conditions				
Kneeling		X			Cold (50 degrees F or less)		X		
Crouching		X			Heat (90 degrees F or more)		X		
Crawling		X			Temperature Changes		X		
Reaching		X			Wetness		X		
Handling		X			Humidity		X		
Grasping		X			Extreme Noise or Vibration			X	
Twisting		X			Exposure to Chemicals		X		
Feeling			X		Exposure to Gases and Fumes		X		
Talking			X		Exposure to Unpleasant Odors		X		
Hearing				X	Exposure to bodily fluids		X		
Repetitive Motion			X		Exposure to dampness		X		
Hand/Eye/Foot Coordination			X		Confinement to Small or Restricting Area		X		
Visual Acuity/Near			X		Mechanical Hazards.			X	
Visual Acuity/Far			X		Physical danger or abuse		X		

The above statements are intended to describe the general nature and level of work being performed by the employee assigned to this position. They are not to be construed as an exhaustive list of all job responsibilities and duties performed by personnel so classified.

The Waterbury Public Schools is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the District will provide reasonable accommodations to qualified individuals with disabilities and encourage both prospective and current employees to discuss potential accommodations with the City when necessary.

Prepared on: 03/23/2022

DRAFT

City of Waterbury & Waterbury Public Schools

JOB CLASSIFICATION DESCRIPTION

JOB CLASSIFICATION TITLE

Data Analyst

REPORTS TO :Supervisor of Research, Development and Student Testing**FLSA DESIGNATION**

Exempt

DEPARTMENT

Academic Department

Salary: \$60,000-\$80,000

*Continued employment is contingent upon grant funding.

Bargaining Unit Classification:

Non-Union (follows WMMA)

PART I - SUMMARY OF CLASSIFICATION

Under the direction of the Supervisor of Research, Development, and Student Testing, this class is accountable for performing routine data extraction, data matching, and fulfillment of reports for grants, board of education, and various departments. (Example reporting data: FAFSA, Alliance grant, Perkins grant, Commissioner's Network, Cognos data warehouse, Accountability (School Performance Index [SPI], Growth, Chronic Absenteeism), Test Information Distribution Engine [TIDE] users.)

PART II - MINIMUM KNOWLEDGE, SKILLS AND ABILITIES**A. REQUIRED EDUCATION AND EXPERIENCE:**

1. Possession of a Bachelor's Degree; Master's Degree preferred (statistics coursework preferred)
2. Prior experience in working with databases/large data files.
3. Demonstrated use of student information system(s) (ex: PowerSchool)
4. Demonstrated use of statistical software (ex:SPSS)
5. Program evaluation experience preferred

B. CREDENTIALS:

1. Microsoft Office and Google for Education Proficiency preferred.

C. LICENSURES, CERTIFICATIONS AND OTHER REQUIREMENTS:

1. Incumbents may be required to travel in the course of their daily work.
2. Incumbents in this class may be required to possess and retain a current Motor Vehicle Class D Operator License.

D. CONTINUING EDUCATION REQUIREMENTS:**E. KNOWLEDGE, SKILLS AND ABILITIES:**

- Experience in data management
- Strong interpersonal, oral, and written communication skills;
- Advanced MS Office computer skills - Word, Excel (to include advanced formulae, pivot tables, macros), Access, Publisher, PowerPoint, and Outlook.

- Ability to extract data from student information system (ex: PowerSchool) and merge it with other data files
- Strong numeracy, analytical and organizational skills, with high attention to detail.
- Ability to use statistical software to write programming, create tables and graphs, and perform statistical testing (ex: SPSS)
- Ability to communicate clearly and effectively by telephone, in person, and in writing.
- Ability to plan and prioritize workload so as to meet tight deadlines.
- High attention to detail and willingness to follow issues through to resolution.
- Ability to manage large, complex pieces of work with multiple stakeholders and to produce key deliverables on time.
- Ability to follow oral and written instructions;
- Ability to perform basic clerical tasks;
- Ability to work with individuals from diverse backgrounds.

PART III - POSITION SUPERVISES:

Not applicable

PART IV - ESSENTIAL FUNCTIONS

The following identifies the primary and essential functions of the position and is not intended to be an exhaustive listing of all duties.

- Serve as a resource for assessment information to staff, schools, and the community.
- Create the assessment calendar for the district.
- Run reports using statistical software.
- Have the organizational skills to coordinate activities for the state assessment testing; know proper testing protocols and procedures.
- Maintain database files and retrieve data to prepare reports.
- Demonstrate the ability to link current and prior test score data to create charts and graphs required to complete district reports as needed.
- Coordinate, order, prepare, and distribute state and local assessments to schools and return required state testing materials; distribute test results to sites with directions for notification of parents/guardians; maintain records of test results for the entire district.
- Complete and enter requisitions for the research and assessment supervisor
- Assist in the development of training workshops and related materials for the administration of state assessments for elementary, middle, and high schools.
- Work with vendors as necessary to complete department orders.
- Assist schools and central office in data analysis.
- Use current applied statistical methods and techniques to evaluate student achievement patterns, program effectiveness, and instructional strategies.
- Assist the Supervisor of Research, Development, and Student Testing on a continuing basis in the development of school-level assessments and surveys.
- Display ethical and professional behavior in working with students, parents, school personnel and outside agencies associated with the district.
- Participate in appropriate in-service and workshop programs and attend any required meetings.
- Protect the confidentiality of records and information gained as part of exercising professional duties and use discretion when sharing any such information within legal confines.

- Adhere to federal statutes and regulations, Connecticut school law, State Board of Education rules and regulations, and Waterbury Public Schools Board of Education policies and procedures.
- Perform any duties and responsibilities that are within the scope of employment, as assigned by their supervisor, and not otherwise prohibited by law or regulation.
- This analyst analyzes honors, AP, college and career, technical, college attendees, etc. across the district and in collaboration with partners (post-secondary institutions, programs, etc.
- Performs related duties as required.

PART V - WORKING CONDITIONS, PHYSICAL AND MENTAL REQUIREMENTS

Physical Requirements: Employees appointed to positions in this class must have adequate physical strength, stamina, physical agility and visual and auditory acuity and must maintain such physical fitness as to be able to perform the duties of the class. A physical examination may be required.

Frequency: Place an “X” in each box that is appropriate to your job.

NEVER (N)	OCCASIONALLY (O)				FREQUENTLY (F)	CONSTANTLY (C)			
0 % of Shift	1-33% of Shift				34-66% of Shift	67-100% of Shift			
Working Conditions	N	O	F	C	Working Conditions	N	O	F	C
Physical Demands					Depth Perception		X		
Standing		X			Color Distinction		X		
Walking		X			Peripheral Vision		X		
Sitting			X		Driving		X		
Lifting		X			Physical Strength:				
Carrying		X			Little Physical Effort (-10 lbs.)		X		
Pushing		X			Light Work (-20 lbs.)		X		
Pulling		X			Medium Work (20-50 lbs.)		X		
Climbing		X			Heavy Work (50-100 lbs.)	X			
Balancing		X			Very Heavy Work (100+ lbs.)	X			
Stooping		X			Environmental Conditions				
Kneeling		X			Cold (50 degrees F or less)	X			
Crouching		X			Heat (90 degrees F or more)	X			
Crawling	X				Temperature Changes		X		
Reaching		X			Wetness	X			
Handling		X			Humidity	X			
Grasping		X			Extreme Noise or Vibration		X		
Twisting		X			Exposure to Chemicals	X			
Feeling			X		Exposure to Gases and Fumes		X		
Talking			X		Exposure to Unpleasant Odors		X		
Hearing				X	Exposure to bodily fluids	X			
Repetitive Motion			X		Exposure to dampness	X			
Hand/Eye/Foot Coordination			X		Confinement to Small or Restricting Area	X			
Visual Acuity/Near			X		Mechanical Hazards	X			
Visual Acuity/Far			X		Physical danger or abuse	X			

The above statements are intended to describe the general nature and level of work being performed by the employee assigned to this position. They are not to be construed as an exhaustive list of all job responsibilities and duties performed by personnel so classified.

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Prepared on: 3/29/22

DRAFT



ESSER/ARP Monthly Expenditure Report
April 4, 2022 BOE Workshop

ESSER I

Beginning Date March 2020
 Ending Date September 2022

Total Grant : \$9,394,519

Public Portion - \$8,462,310
 \$7,753,894 YTD Exp/Enc
 \$708,416 YTD Balance

Non-Public Portion - \$ 932,209
 \$895,465 YTD Exp/Enc
 \$36,744 YTD Balance

ESSER II

Beginning Date December 2020
 Ending Date September 2023

Total Grant : \$41,651,124

\$8,512,139 YTD Exp/Enc
 \$33,138,985 YTD Balance

ARP ESSER III

Beginning Date May 2021
 Ending Date September 2024

Total Grant : \$89,691,176

\$3,114,737 YTD Exp/Enc
 \$86,576,439 YTD Balance



Detail of Encumbrance/Expenditures

- ESSER I** Temporary Maintainers; Health Dept & Fire Dept Overtime for COVID Testing
Chromebook Management Services; Licenses; Teachers Laptops; Students Chromebooks; Chromebook Charging
Carts; Data Switches & Wireless Headphones
HVAC & Ventilation Projects- Regan Boilers Replacement, Carrington BMS Upgrades, HVAC Repairs at Reed,
WAMS, Career, and West Side.
Covid staff testing fees; Fire safety equipment
Bilingual materials
- ESSER II** GF Staff Retainage- Maintainers staff, IT staff and School Counselors.
Facility Study; Summer School Program;
Recruitment - UCONN Resident & Nex-Gen programs
Summer Camps – YMCA and Boys & Girls Club
Transportation for Summer School
CTE Supplies and Wilby Greenhouse Renovation
Food Service Deficit;
Contracted Project Manager Services
Summer school program supplies
Portrait of Graduate Development and Assessment
- ARP ESSER III** (2) PT Crisis Youth Intervention Clinicians;
Extra Class Stipends for Teachers covering shortage areas;
CT Center for School Change;
Outside Counsel Legal Fees for ARP ESSER Contracts;
Curriculum Update- Pear Deck & Legends of Learning; Instructional supplies (Schools)
State Street Playground Equipment
HVAC projects/Repairs- Maloney Chiller Replacement, Wilby AC, Crosby Cooling Tower, Kennedy Fan
Replacement.

Waterbury Board of Education

FY2021-2022

**February
Expenditure Report**

ACCOUNT	CLASSIFICATION	FY 22 ORIGINAL BUDGET	FY 22 ADJUSTED BUDGET	FEBRUARY EXPENDITURE	FEBRUARY ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
Salaries								
511101	Administrators	\$9,148,549	\$9,148,549	\$5,401,758	\$341,802	\$3,404,989	\$8,819,778	\$328,771
511102	Teachers	\$60,583,833	\$60,583,833	\$31,361,209	\$2,360,451	\$26,862,173	\$60,125,901	\$457,932
511104	Superintendent	\$241,463	\$241,463	\$153,592	\$9,287	\$78,584	\$246,463	(\$5,000)
511106	Early Incentive Certified	\$825,000	\$825,000	\$1,038,612	\$0	(\$213,612)	\$1,038,612	(\$213,612)
511107	Certified Coaches	\$770,000	\$770,000	\$242,372	\$2,152	\$525,476	\$770,000	\$0
511108	School Psychologists	\$1,780,814	\$1,780,814	\$642,717	\$50,307	\$1,087,790	\$1,203,902	\$576,912
511109	School Social Workers	\$1,982,826	\$1,982,826	\$908,474	\$66,439	\$1,007,912	\$1,734,912	\$247,914
511110	Speech Pathologists	\$2,320,964	\$2,320,964	\$1,221,010	\$118,377	\$981,577	\$2,246,426	\$74,538
511111	Ass. Superintendent	\$153,000	\$153,000	\$99,693	\$6,346	\$46,961	\$163,154	(\$10,154)
511113	Extra Compensatory Stipend	\$105,000	\$105,000	\$4,249	\$0	\$100,751	\$105,000	\$0
511201	Non-Certified Salaries	\$2,582,448	\$2,582,448	\$1,006,685	\$0	\$1,575,763	\$2,338,481	\$243,967
511202	Clerical Wages	\$1,127,953	\$1,127,953	\$653,432	\$6,624	\$467,897	\$1,021,854	\$106,099
511204	Crossing Guards	\$350,579	\$350,579	\$226,162	\$0	\$124,417	\$392,981	(\$42,402)
511206	Educational	\$508,703	\$508,703	\$100,322	\$6,796	\$401,585	\$375,000	\$133,703
511212	Substitute Teachers	\$150,000	\$150,000	\$215,351	\$24,768	(\$90,119)	\$265,134	(\$115,134)
511215	Cafeteria Aides	\$80,000	\$80,000	\$56,425	\$0	\$23,575	\$80,000	\$0
511217	Library Aides	\$185,775	\$185,775	\$56,969	\$0	\$128,806	\$103,008	\$82,767
511219	School Clerical	\$1,977,776	\$1,977,776	\$1,117,834	\$0	\$859,942	\$1,902,634	\$75,142
511220	Fiscal Administration	\$592,955	\$592,955	\$324,950	\$0	\$268,005	\$536,825	\$56,130
511222	Transportation Coordinator	\$111,666	\$111,666	\$70,865	\$0	\$40,801	\$111,666	\$0
511223	Office Aides	\$170,000	\$170,000	\$78,132	\$0	\$91,868	\$141,320	\$28,680
511225	School Maintenance Non-Certified	\$2,406,618	\$2,406,618	\$1,006,291	\$0	\$1,400,327	\$1,893,006	\$513,612
511226	Custodians Non-Certified	\$5,816,675	\$5,816,675	\$2,815,485	\$490	\$3,000,700	\$4,916,675	\$900,000
511227	Overtime - Outside Activities	\$250,000	\$250,000	\$68,569	\$0	\$181,431	\$145,000	\$105,000
511228	Paraprofessionals	\$10,764,977	\$10,764,977	\$5,297,965	\$0	\$5,467,012	\$9,683,883	\$1,081,094
511229	Bus Duty	\$250,000	\$250,000	\$1,784	\$400	\$247,816	\$375,000	(\$125,000)
511232	Attendance Counselors	\$124,517	\$124,517	\$66,462	\$0	\$58,055	\$116,328	\$8,189
511233	ABA Behaviorial Therapist	\$1,756,450	\$1,756,450	\$719,275	\$0	\$1,037,175	\$1,306,499	\$449,951
511234	Interpreters	\$190,522	\$190,522	\$80,569	\$0	\$109,953	\$139,612	\$50,910
511238	Swing SSPP	\$0	\$0	\$4,805	\$0	(\$4,805)	\$4,805	(\$4,805)
511236	Snow Removal	\$0	\$0	\$57,913	\$0	(\$57,913)	\$57,913	(\$57,913)
511650	Overtime	\$640,000	\$640,000	\$486,380	\$440	\$153,181	\$640,000	\$0
511653	Longevity	\$11,515	\$11,515	\$9,750	\$0	\$1,765	\$9,750	\$1,765
511700	Extra Police Protection	\$551,773	\$551,773	\$67,715	\$5,807	\$478,251	\$551,773	\$0
511800	Vacation and Sick Term Payout	\$207,669	\$207,669	\$123,875	\$0	\$83,794	\$207,669	\$0
522501	Health Insurance-General	\$6,000,000	\$6,000,000	\$6,000,000	\$0	\$0	\$6,000,000	\$0
529001	Car Allowance	\$75,000	\$75,000	\$37,611	\$400	\$36,989	\$75,000	\$0
529003	Meal Allowances	\$19,800	\$19,800	\$12,816	\$1,530	\$5,454	\$19,800	\$0
Subtotal Salaries		\$114,814,820	\$114,814,820	\$61,838,077	\$3,002,416	\$49,974,327	\$109,865,764	\$4,949,056

ACCOUNT	CLASSIFICATION	FY 22 ORIGINAL BUDGET	FY 22 ADJUSTED BUDGET	FEBRUARY EXPENDITURE	FEBRUARY ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
Purchased Services								
533000	Professional Services	\$1,850,000	\$1,550,000	\$647,344	\$311,798	\$590,858	\$1,237,142	\$312,858
533009	Evaluation	\$12,500	\$12,500	\$1,405	\$0	\$11,095	\$12,500	\$0
533020	Consulting Services	\$337,125	\$337,125	\$174,316	\$114,965	\$47,844	\$337,125	\$0
533100	Auditing	\$52,955	\$52,955	\$52,955	\$0	\$0	\$52,955	\$0
539005	Sporting Officials	\$35,000	\$7,000	\$2,232	\$35	\$4,733	\$7,000	\$0
539008	Messenger Service	\$24,978	\$24,978	\$17,040	\$7,100	\$838	\$24,978	\$0
543000	General Repairs & Maintenance	\$1,263,103	\$1,378,103	\$967,149	\$344,357	\$66,597	\$1,528,103	(\$150,000)
543011	Maintenance - Service Contracts	\$730,000	\$730,000	\$441,169	\$288,459	\$372	\$730,000	\$0
544002	Building Rental	\$562,674	\$562,674	\$384,824	\$149,599	\$28,251	\$562,674	\$0
545002	Water	\$270,000	\$270,000	\$107,761	\$0	\$162,239	\$270,000	\$0
545006	Electricity	\$3,129,855	\$3,054,855	\$1,842,097	\$0	\$1,212,758	\$3,054,855	\$0
545013	Security/Safety	\$125,000	\$125,000	\$61,032	\$58,469	\$5,499	\$150,000	(\$25,000)
551000	Pupil Transportation	\$16,856,266	\$16,856,266	\$6,086,156	\$10,770,110	\$0	\$15,973,219	\$883,047
553001	Postage	\$60,000	\$60,000	\$22,800	\$0	\$37,200	\$60,000	\$0
553002	Telephone	\$250,000	\$250,000	\$97,459	\$16,150	\$136,391	\$250,000	\$0
553005	Wide-area Network (SBC)	\$93,600	\$93,600	\$3,694	\$20,270	\$69,636	\$93,600	\$0
556055	Tuition - Outside	\$9,700,000	\$9,700,000	\$4,782,125	\$4,299,474	\$618,401	\$11,870,955	(\$2,170,955)
556056	Purchased Service - Outside	\$3,000,000	\$3,300,000	\$1,434,948	\$1,732,653	\$132,400	\$3,327,004	(\$27,004)
557000	Tuition Reimbursement	\$6,000	\$6,000	\$0	\$0	\$6,000	\$6,000	\$0
558000	Travel Expenses	\$20,000	\$20,000	\$460	\$236	\$19,304	\$15,000	\$5,000
559001	Advertising	\$20,000	\$20,000	\$1,257	\$1,475	\$17,268	\$7,500	\$12,500
559002	Printing & Binding	\$15,000	\$15,000	\$6,519	\$1,015	\$7,466	\$15,000	\$0
559104	Insurance - Athletics	\$26,000	\$21,036	\$21,036	\$0	\$0	\$21,036	\$0
Subtotal Purchased Services		\$38,440,056	\$38,447,092	\$17,155,777	\$18,116,166	\$3,175,149	\$39,606,646	(\$1,159,554)
Supplies/Materials								
561100	Instructional Supplies	\$1,620,000	\$1,580,499	\$765,752	\$568,036	\$246,710	\$1,580,499	\$0
561200	Office Supplies	\$71,840	\$78,940	\$37,309	\$24,364	\$17,267	\$78,940	\$0
561204	Emergency/Medical Supplies	\$2,000	\$2,000	\$1,359	\$517	\$125	\$2,000	\$0
561210	Intake Center Supplies	\$3,500	\$3,500	\$2,626	\$802	\$72	\$3,500	\$0
561211	Recruitment Supplies	\$50,000	\$50,000	\$17,631	\$10,409	\$21,960	\$50,000	\$0
561212	Medicaid Supplies	\$12,500	\$12,500	\$128	\$1,683	\$10,689	\$12,500	\$0
561501	Diesel	\$125,865	\$132,885	\$76,452	\$56,433	\$0	\$132,885	\$0
561503	Gasoline	\$35,000	\$35,000	\$31,251	\$3,277	\$472	\$55,000	(\$20,000)
561505	Natural Gas	\$1,666,000	\$1,658,980	\$753,141	\$0	\$905,839	\$1,716,993	(\$58,013)
561507	Janitorial Supplies	\$200,000	\$200,000	\$74,703	\$125,253	\$43	\$200,000	\$0
561508	Electrical Supplies	\$50,000	\$50,000	\$17,777	\$10,277	\$21,946	\$50,000	\$0
561509	Plumbing Supplies	\$100,000	\$100,000	\$64,677	\$23,913	\$11,410	\$100,000	\$0
561510	Building & Ground Supplies	\$150,000	\$195,000	\$141,312	\$47,127	\$6,561	\$195,000	\$0
561511	Propane	\$331,219	\$331,219	\$206,164	\$63,215	\$61,840	\$216,219	\$115,000
567000	Clothing Supplies	\$40,000	\$40,000	\$27,688	\$5,386	\$6,927	\$40,000	\$0
567001	Crossing Guard Uniforms	\$2,000	\$2,000	\$848	\$805	\$347	\$2,000	\$0

ACCOUNT	CLASSIFICATION	FY 22 ORIGINAL BUDGET	FY 22 ADJUSTED BUDGET	FEBRUARY EXPENDITURE	FEBRUARY ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
569010	Recreational Supplies	\$15,000	\$15,000	\$12,037	\$0	\$2,964	\$15,000	\$0
569029	Athletic Supplies	\$130,000	\$137,401	\$77,791	\$35,009	\$24,601	\$137,401	\$0
Subtotal Supplies/Materials		\$4,604,924	\$4,624,924	\$2,308,645	\$976,505	\$1,339,774	\$4,587,937	\$36,988

ACCOUNT	CLASSIFICATION	FY 22 ORIGINAL BUDGET	FY 22 ADJUSTED BUDGET	FEBRUARY EXPENDITURE	FEBRUARY ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
Property								
575008	Furniture-Misc.	\$50,000	\$20,464	\$0	\$453	\$20,011	\$20,464	\$0
575200	Office Equipment	\$160,000	\$160,000	\$24,657	\$59,276	\$76,067	\$160,000	\$0
575408	Plant Equipment	\$40,000	\$40,000	\$31,534	\$6,737	\$1,728	\$40,000	\$0
Subtotal Property		\$250,000	\$220,464	\$56,191	\$66,466	\$97,806	\$220,464	\$0
Other/Miscellaneous								
589021	Mattatuck Museum	\$13,000	\$13,000	\$5,238	\$7,137	\$625	\$13,000	\$0
589034	Board of Ed Commissioners	\$20,700	\$20,700	\$13,800	\$0	\$6,900	\$20,700	\$0
589036	Emergency Fund	\$9,500	\$9,500	\$9,281	\$0	\$219	\$9,281	\$220
589201	Mileage	\$20,000	\$18,000	\$3,108	\$0	\$14,892	\$18,000	\$0
589205	Coaches Reimbursements	\$7,000	\$7,000	\$1,365	\$0	\$5,635	\$7,000	\$0
589900	Dues & Publications	\$60,000	\$64,500	\$60,378	\$278	\$3,845	\$64,500	\$0
591002	Transfer to Sinking Fund	\$0	\$0	\$0	\$0	\$0	\$3,826,709	(\$3,826,709)
591004	Athletic Revolving Fund	\$135,000	\$135,000	\$15,600	\$66,900	\$52,500	\$135,000	\$0
Total Other/Miscellaneous		\$265,200	\$267,700	\$108,770	\$74,315	\$84,615	\$4,094,190	(\$3,826,490)
GRAND TOTAL OPERATING BUDGET		\$158,375,000	\$158,375,000	\$81,467,461	\$22,235,868	\$54,671,671	\$158,375,000	\$0
Other Additional Funding								
	Alliance Non-Reform/Reform	\$27,881,827	\$27,881,827	\$14,279,815	\$0	\$13,602,012	\$27,881,827	\$0
	GF Surplus 15-16	\$1,000,000	\$1,000,000	\$0	\$0	\$1,000,000	\$0	\$1,000,000
	GF Surplus 14-15	\$1,000,000	\$1,000,000	\$0	\$0	\$1,000,000	\$0	\$1,000,000
	GF Surplus 16-17	\$450,000	\$450,000	\$0	\$0	\$450,000	\$0	\$450,000
	Contingency Surplus	\$675,000	\$675,000	\$0	\$0	\$675,000	\$0	\$675,000
	City Non Lapsing Account	\$500,000	\$500,000	\$0	\$0	\$500,000	\$0	\$500,000
Total Additional Funding		\$31,506,827	\$31,506,827	\$14,279,815	\$0	\$17,227,012	\$0	\$3,625,000
GRAND TOTAL ALL FUNDING		\$189,881,827	\$189,881,827	\$95,747,276	\$22,235,868	\$71,898,683	\$0	\$3,625,000

CITY OF WATERBURY					
DEPARTMENT OF EDUCATION					
April 18, 2022					
Board of Education					
Board of Education Commissioners:					
With the approval of the Committee on Finance, the Superintendent of Schools recommends the following transfer					
for fiscal year 2021/2022					

Accounting

<u>Unit</u>	<u>Account</u>	<u>Description</u>	<u>Amount</u>
FROM:			
80810001	511102	Wendell Cross - Teachers	(\$200,000)
81110001	511102	Generali - Teachers	(\$100,000)
87514501	511102	District Wide Art - Teachers	(\$150,000)
88510001	511102	Special Education - Teachers	(\$782,562)
88510002	511108	Special Education - School Psychologists	(\$120,000)
88031006	511226	Plant Maintenance - Maintainers	(\$500,000)
88510001	511228	Special Education - Paraprofessionals	(\$500,000)
88510001	511233	Special Education - ABA Therapists	(\$300,000)
TO:			
88510001	556055	Special Education - Outside Tuition	\$200,000
87510001	556055	District Wide - Outside Tuition	\$2,352,562
88510001	556056	Special Education - Purchased Services	\$100,000
TOTAL			\$2,652,562 (\$2,652,562)

STATE OF CONNECTICUT

DEPARTMENT OF EDUCATION

GRANT AWARD NOTIFICATION

REVISION

1 Grant Recipient

Waterbury School District

DUNS Number: 967798059**4 Award Information****Grant Type:** FEDERAL**Statute:** PL ARP OF 2021, PUBLIC LAW 117-2 N/A AMERICAN RESCUE PLAN ACT OF 2021**CFDA #:****SDE Project Code:** SDE000000000002**Grant Number:** 151-000 12060-29636-2021-82079-**2 Grant Title**

ARP ESSER Funds

5 Award Period

7/1/2020 - 9/30/2024

3 Education Staff**Program Manager:**

Irene Parisi (860) 713-6852

Payment & Expenditure Inquiries:

Jeff Lindgren (860) 713-6624

6 Authorized Funding**Grant Amount:** \$89,691,176.00**Funding Status:** Final**7 Terms and Conditions of Award**

This grant is contingent upon the continuing availability of funds from the grant's funding source and the continuing eligibility of the State of Connecticut and your town/agency to receive such funds.

Fiscal and other reports relating to this grant must be submitted as required by the granting agency. Requests for budget revisions for expenditures made between July 1, 2021 and June 30, 2022 must be submitted at least 60 days prior to the expiration of the fiscal year but no later than May 1, 2022. Final budget revisions covering the entire award period must be submitted at least 60 days prior to the expiration of the grant period but no later than July 30, 2024. Budget revisions submitted after this date are accepted at the discretion of the ARP ESSER Funds Program Manager. The grantee shall provide for an audit acceptable to the granting agency in accordance with the provisions of Sections 7-394a and 7-396a of the Connecticut General Statutes.

The grant may be terminated upon 30 days written notice by either party. In the event of such action, all remaining funds shall be returned in a timely fashion to the granting agency.

This grant has been approved.

3/11/2022

Irene Parisi - CSDE Grant Contact

Allocations

Waterbury School District (151-000) Public School District - FY 2021 - ARP ESSER Funds - Rev 1 - Allocations

	(1) ARP ESSER Funds	(2) ARP ESSER SSA	(3) ARP ESSER Supplement	Total
LEA	\$89,691,176.00	\$0.00	\$0.00	\$89,691,176.00
Total	\$89,691,176.00	\$0.00	\$0.00	\$89,691,176.00

ARP ESSER Funds Budget

Waterbury School District (151-000) Public School District - FY 2021 - ARP ESSER Funds - Rev 1 - ARP ESSER Funds

Object	Total
100 - Personal Services > Salaries	\$16,661,700.00
200 - Personal Services > Employee Benefits	\$1,993,629.00
300 - Purchased Professional and Technical Services	\$4,299,762.00
400 - Purchased Property Services	\$0.00
500 - Other Purchased Services	\$4,310,000.00
600 - Supplies	\$4,795,000.00
700 - Property	\$57,631,085.00
800 - Debt Service and Miscellaneous	\$0.00
917 - Indirect Costs	\$0.00
Total	\$89,691,176.00
Allocation	\$89,691,176.00
Remaining	\$0.00

Budget Detail

Waterbury School District (151-000) Public School District - FY 2021 - ARP ESSER Funds - Rev 1 - ARP ESSER Funds

100 - Personal Services > Salaries - \$16,661,700.00

Budget Detail		Narrative Description
Object:	100 - Personal Services > Salaries	<p>Financial support and incentives for existing staff as well as potential staff.</p> <p>Staff will earn stipends as they work to complete a micro-endorsement consisting of 3 micro-credentials. Pathways will include teacher leadership, mentoring, National Board Certified teaching, master teacher, SEL, acceleration and additional courses aligned with teaching and learning. (\$33/hour for 30 hours per credential=\$990) 3 credentials per teacher =\$2,970 1700 teachers with 3 credentials =\$5,049,000.</p> <p>Due to the challenges of teachers' working condition during the pandemic, this program will provide opportunity for professional renewal and advancement.</p> <p>Mentors will be provided to all new administrators (new to district and those with less than 5 years of experience). They will serve as a resource to develop, support, and grow new administrators. Mentors will be current Waterbury Public Schools administrators who have been employed in the district for more than 5 years and are familiar with the systems in place with regard to the day-to-day operations. Mentors will also have a history of Proficient or Exemplary practice on their evaluation. Mentors will be provided with a stipend. Stipends for mentors to be negotiated \$615,000</p>
Purpose:	01 - Public School Activities	
ARP ESSER Priority:	4: Strategic Use of Technology, Sta...	
Uses of Funds:	Providing principals/leaders with r...	
LEA / School:	Waterbury School District (151-000)	
Quantity:	1.00	
Cost:	\$5,664,000.00	
Line Item Total:	\$5,664,000.00	

Object:	100 - Personal Services > Salaries	Continued Learning Opportunities- Develop Virtual Learning Options and a Virtual Learning Academy based on students who qualify per CSDE guidance. Utilizing lessons learned about the best practices and most efficient system to integrate virtual learning into the district portfolio of education options. This will expand our ability to provide initial H.S. credit and expand high school course offerings such as AP throughout the district and advancing equity and access. Initial credit offering during non-traditional school time by having teachers offer courses in the programs of study at night and/or on the weekend: \$650,000 (to be negotiated) Establishing an online virtual academy for students in alignment with Public Act 21-26 for students in grades 9-12 starting in 2022-2023. This opportunity will comply with the Commissioner's Remote Learning Standards. Salary for high school teachers \$1,300,000 for 20 teachers at \$65,000/teacher
Purpose:	01 - Public School Activities	
ARP ESSER Priority:	1: Learning Acceleration, Academic ...	
Uses of Funds:	Addressing learning loss	
LEA / School:	Waterbury School District (151-000)	
Quantity:	1.00	
Cost:	\$1,950,000.00	Summer School/camp for the summer of 2023, and 2024. This will include partnership with local business and community agencies PAL, B&G and the YMCA. Approximately \$1,056,000 for FY 23 & FY24 20 teachers @ \$33/hr for 5 days /4 weeks at 10 sites Summer camp partnerships \$444,000 FY23 & FY24
Line Item Total:	\$1,950,000.00	
Object:	100 - Personal Services > Salaries	
Purpose:	01 - Public School Activities	
ARP ESSER Priority:	1: Learning Acceleration, Academic ...	
Uses of Funds:	Addressing learning loss	
LEA / School:	Waterbury School District (151-000)	
Quantity:	1.00	

Cost:	\$1,500,000.00	
Line Item Total:	\$1,500,000.00	
Object:	100 - Personal Services > Salaries	<p>School Counselors 23 Full-Time Positions for Elementary and k to 8 Schools at \$60K FY24</p>
Purpose:	01 - Public School Activities	
ARP ESSER Priority:	1: Learning Acceleration, Academic ...	
Uses of Funds:	Addressing unique needs of special ...	
LEA / School:	Waterbury School District (151-000)	
Quantity:	1.00	
Cost:	\$1,380,000.00	
Line Item Total:	\$1,380,000.00	
Object:	100 - Personal Services > Salaries	<p>Instructional Tutors that provide students with 1 to 1 support beyond traditional hours FY22, FY23, FY24.</p> <p>Evidenced-based practice dictates that learning loss can be offset by high quality tutoring, expanding hours that tutors are available and ensuring good training allows us to impact even more students.</p> <p>Approximately 50 internal tutors @ \$33.00/hour for 3 hours/week for 30 weeks FY22, FY23, FY24 =\$445,500</p>
Purpose:	01 - Public School Activities	
ARP ESSER Priority:	1: Learning Acceleration, Academic ...	
Uses of Funds:	Addressing learning loss	
LEA / School:	Waterbury School District (151-000)	

Quantity:	1.00	RFP for tutoring service for students FY22, FY23, FY24 =\$554,500
Cost:	\$1,000,000.00	
Line Item Total:	\$1,000,000.00	
Object:	100 - Personal Services > Salaries	<p>Extra Classes & periods- Supporting the graduation credits</p> <p>Establish block scheduling for all comprehensive high schools with an 8 period A/B block. This will provide students with additional opportunities to earn credits, longer class periods, and reduce daily transitions. Teachers will be provided additional incentive to teach beyond 5 blocks in the A/B schedule.</p> <p>The costs will be in accordance with the number of teachers needed and will be based on the teachers bargaining unit at 20% of their salary.</p> <p>Approximately 150 teachers</p>
Purpose:	01 - Public School Activities	
ARP ESSER Priority:	1: Learning Acceleration, Academic ...	
Uses of Funds:	Addressing learning loss	
LEA / School:	Waterbury School District (151-000)	
Quantity:	1.00	
Cost:	\$1,000,000.00	<p>Summer School Staff for K to 12 programs not included in PSD Summer School Grant to address learning loss among students. The funds will include approx. 200 certified staff, 30 clerical staff and support staff ESS for summer of 23 & 24</p>
Line Item Total:	\$1,000,000.00	
Object:	100 - Personal Services > Salaries	
Purpose:	01 - Public School Activities	
ARP ESSER Priority:	1: Learning Acceleration, Academic ...	
Uses of Funds:	Addressing learning loss	
LEA /	Waterbury School District (151-000)	

School:		
Quantity:	1.00	
Cost:	\$825,000.00	
Line Item Total:	\$825,000.00	
Object:	100 - Personal Services > Salaries	Individualized support for students to counselors during non-traditional hours.
Purpose:	01 - Public School Activities	
ARP ESSER Priority:	3: Social, Emotional, and Mental He...	Provide 1 on 1 counseling support access for students beyond traditional hours. Many students reported enjoying office hours during remote learning and the support provided for them.
Uses of Funds:	Addressing unique needs of special ...	
LEA / School:	Waterbury School District (151-000)	The services will be secured using the Waterbury procurement process for support beyond the school day. FY22=\$200,000 FY23=\$275,000 FY24=\$275,000
Quantity:	1.00	
Cost:	\$750,000.00	
Line Item Total:	\$750,000.00	
Object:	100 - Personal Services > Salaries	
Purpose:	01 - Public School Activities	Career Counselor (2) for early college high & innovative programs FY22, FY23,FY 24
ARP ESSER Priority:	1: Learning Acceleration, Academic ...	
Uses of Funds:	Addressing learning loss	

LEA / School:	Waterbury School District (151-000)	
Quantity:	1.00	
Cost:	\$540,000.00	
Line Item Total:	\$540,000.00	
Object:	100 - Personal Services > Salaries	<p>Teacher recruitment and Retainment --Teacher Pipeline etc. Relay, CREC NEXT GEN Program, UCONN Partnership 25 Subs for FY24</p> <p>NEXT GEN FELLOWS to work in all schools to provide support to teachers and students and to be used as a recruitment tool for future certified hires.</p> <p>Upon the completion of the Relay Program, staff will be reimbursed tuitions of the program if they get hired by the district.</p> <p>CREC will recruit diverse individuals certified in teaching to work in our schools to better reflect our student population.</p>
Purpose:	01 - Public School Activities	
ARP ESSER Priority:	4: Strategic Use of Technology, Sta...	
Uses of Funds:	Providing principals/leaders with r...	
LEA / School:	Waterbury School District (151-000)	
Quantity:	1.00	
Cost:	\$530,200.00	
Line Item Total:	\$530,200.00	
Object:	100 - Personal Services > Salaries	
Purpose:	01 - Public School Activities	<p>Teachers' sign-on incentives for shortage areas- Special Ed, Tech Ed, Math, SLP, Bilingual and Science- Approx. 75 Teachers @ \$6500/ each</p>
ARP ESSER Priority:	4: Strategic Use of Technology, Sta...	
Uses of		

Funds:	Providing principals/leaders with r...	
LEA / School:	Waterbury School District (151-000)	
Quantity:	1.00	
Cost:	\$487,500.00	
Line Item Total:	\$487,500.00	
Object:	100 - Personal Services > Salaries	Retaining Custodial Tradesman Staff for FY23 to maintain the continuing employment of existing staff. (7) Maintainers @ \$274,000 (2) HVAC Technicians @ \$106,000 (1) Plumber @ \$70,000
Purpose:	01 - Public School Activities	
ARP ESSER Priority:	5: Building Safe and Healthy School...	
Uses of Funds:	Health and safety of students, staf...	
LEA / School:	Waterbury School District (151-000)	
Quantity:	1.00	Project Manager salary FY23 & FY24. Project Manager to supervise renovation and facility upgrades as detailed in the facility study.
Cost:	\$450,000.00	
Line Item Total:	\$450,000.00	
Object:	100 - Personal Services > Salaries	
Purpose:	01 - Public School Activities	
ARP ESSER	5: Building Safe and Healthy School...	

Priority:		
Uses of Funds:	Administration	
LEA / School:	Waterbury School District (151-000)	
Quantity:	1.00	
Cost:	\$300,000.00	
Line Item Total:	\$300,000.00	
Object:	100 - Personal Services > Salaries	Network Manager Full-Time Salary/ Staff Retention to maintain the continuing employment of existing staff
Purpose:	01 - Public School Activities	
ARP ESSER Priority:	4: Strategic Use of Technology, Sta...	
Uses of Funds:	Education technology	
LEA / School:	Waterbury School District (151-000)	
Quantity:	1.00	
Cost:	\$115,000.00	2 Part-time Youth Crisis Intervention Team Clinicians @ 40K/each
Line Item Total:	\$115,000.00	
Object:	100 - Personal Services > Salaries	
Purpose:	01 - Public School Activities	

ARP ESSER Priority:	3: Social, Emotional, and Mental He...	
Uses of Funds:	Mental health services	
LEA / School:	Waterbury School District (151-000)	
Quantity:	1.00	
Cost:	\$80,000.00	
Line Item Total:	\$80,000.00	
Object:	100 - Personal Services > Salaries	<p>Accountant Salary FY 24</p> <p>This position will be monitoring ARP ESSER funds and keep track of all expenditures, reporting etc..</p>
Purpose:	01 - Public School Activities	
ARP ESSER Priority:	5: Building Safe and Healthy School...	
Uses of Funds:	Administration	
LEA / School:	Waterbury School District (151-000)	
Quantity:	1.00	
Cost:	\$60,000.00	
Line Item Total:	\$60,000.00	Administrative Clerical Support Salary FY24
Object:	100 - Personal Services > Salaries	

Purpose:	01 - Public School Activities	This position will support various departments in implementing ARP ESSER initiatives.
ARP ESSER Priority:	5: Building Safe and Healthy School...	
Uses of Funds:	Administration	
LEA / School:	Waterbury School District (151-000)	
Quantity:	1.00	
Cost:	\$30,000.00	
Line Item Total:	\$30,000.00	
Total for 100 - Personal Services > Salaries:		\$16,661,700.00
Total for all other Objects:		\$73,029,476.00
Total for all Objects:		\$89,691,176.00
Allocation:		\$89,691,176.00
Remaining:		\$0.00

Budget Detail

Waterbury School District (151-000) Public School District - FY 2021 - ARP ESSER Funds - Rev 1 - ARP ESSER Funds

200 - Personal Services > Employee Benefits - \$1,991,629.00 ▼

Budget Detail		Narrative Description
Object:	200 - Personal Services > Employee Benefits	Benefits for 30 teachers for Virtual Academy @45.97%
Purpose:	01 - Public School Activities	
ARP ESSER Priority:	1: Learning Acceleration, Academic ...	
Uses of Funds:	Addressing learning loss	
LEA / School:	Waterbury School District (151-000)	
Quantity:	1.00	
Cost:	\$896,415.00	
Line Item Total:	\$896,415.00	
Object:	200 - Personal Services > Employee Benefits	Benefits for 23 Guidance Counselors @ 45.97% FY 24
Purpose:	01 - Public School Activities	
ARP ESSER Priority:	1: Learning Acceleration, Academic ...	

Uses of Funds:	Addressing unique needs of special ...	
LEA / School:	Waterbury School District (151-000)	
Quantity:	1.00	
Cost:	\$634,476.00	
Line Item Total:	\$634,476.00	
Object:	200 - Personal Services > Employee Benefits	Benefits for 2 Career Counselors @ 45.97% / each
Purpose:	01 - Public School Activities	
ARP ESSER Priority:	1: Learning Acceleration, Academic ...	
Uses of Funds:	Addressing learning loss	
LEA / School:	Waterbury School District (151-000)	
Quantity:	1.00	
Cost:	\$248,238.00	
Line Item Total:	\$248,238.00	
Object:	200 - Personal Services > Employee Benefits	
Purpose:	01 - Public School Activities	
		Project Manager benefits 45.97 % for FY23 & FY24

ARP ESSER Priority:	5: Building Safe and Healthy School...	
Uses of Funds:	Administration	
LEA / School:	Waterbury School District (151-000)	
Quantity:	1.00	
Cost:	\$165,000.00	
Line Item Total:	\$165,000.00	
Object:	200 - Personal Services > Employee Benefits	Accountant Benefits 45.97 % for FY 24
Purpose:	01 - Public School Activities	
ARP ESSER Priority:	5: Building Safe and Healthy School...	
Uses of Funds:	Administration	
LEA / School:	Waterbury School District (151-000)	
Quantity:	1.00	
Cost:	\$33,000.00	
Line Item Total:	\$33,000.00	

Object:	200 - Personal Services > Employee Benefits	Administrative Clerical Support Benefits FY24
Purpose:	01 - Public School Activities	
ARP ESSER Priority:	5: Building Safe and Healthy School...	
Uses of Funds:	Administration	
LEA / School:	Waterbury School District (151-000)	
Quantity:	1.00	
Cost:	\$16,500.00	
Line Item Total:	\$16,500.00	
Total for 200 - Personal Services > Employee Benefits:		\$1,993,629.00
Total for all other Objects:		\$87,697,547.00
Total for all Objects:		\$89,691,176.00
Allocation:		\$89,691,176.00
Remaining:		\$0.00

Budget Detail

Waterbury School District (151-000) Public School District - FY 2021 - ARP ESSER Funds - Rev 1 - ARP ESSER Funds

300 - Purchased Professional and Technical Services \$4,299,762.00

Budget Detail		Narrative Description
Object:	300 - Purchased Professional and Technical Services	<p>Multi-tiered system of support for Behavioral Health/ Pupil Services Special Ed.</p> <p>Purchasing outside services to support and supplement school-based efforts to respond to increased student emotional and behavioral needs due to long-ranging effects of the pandemic. Selected schools with a high population of particularly impacted students will receive additional staffing support and capacity building to serve a wide range of student needs. Special attention will be given to schools and students with IEPs and other designations.</p> <p>FY 22, FY23, FY24 partnering with RESC to develop and define MTSS approximately \$250,000 Professional learning for staff in FY 22, FY23, FY24 in SEL approximately \$150,000 Outside services supporting students with identified needs in FY 22, FY23, FY24 approximately \$771,762</p>
Purpose:	01 - Public School Activities	
ARP ESSER Priority:	3: Social, Emotional, and Mental He...	
Uses of Funds:	Addressing unique needs of special ...	
LEA / School:	Waterbury School District (151-000)	
Quantity:	1.00	
Cost:	\$1,171,762.00	
Line Item Total:	\$1,171,762.00	
Object:	300 - Purchased Professional and Technical Services	<p>Mentor Consultants - Students</p> <p>Purchasing outside support for building capacity to construct a local and district-wide mentoring program for students. The service will enable support of students' emotional and social development by connecting them with vetted and trained mentors from all walks of life. the program will also support</p>
Purpose:	01 - Public School Activities	
ARP ESSER Priority:	3: Social, Emotional, and Mental He...	

Uses of Funds:	Addressing unique needs of special ...	greater community and family involvement as mentors will be recruited from the local area.
LEA / School:	Waterbury School District (151-000)	Contracted services will be utilized according to the following budget schedule: FY 22=\$200,000 FY 23=\$275,000 FY 34=\$275,000
Quantity:	1.00	
Cost:	\$750,000.00	
Line Item Total:	\$750,000.00	
Object:	300 - Purchased Professional and Technical Services	Purchase outside services for Community School Coordinators in collaboration with Bridge to Success for FY22, FY23, FY24
Purpose:	01 - Public School Activities	Community School Coordinators will be hired to coordinate services with outside community agencies to support the needs of our families in PK-8 schools. 4 Community School Coordinators FY 22=approximately \$171,692 4 Community School Coordinators FY 22=approximately \$171,692 5 Community School Coordinators FY 22=approximately \$214,616
ARP ESSER Priority:	2: Family and Community Connections	
Uses of Funds:	Improving preparedness and response	
LEA / School:	Waterbury School District (151-000)	
Quantity:	1.00	
Cost:	\$558,000.00	
Line Item Total:	\$558,000.00	
Object:	300 - Purchased Professional and Technical Services	Art & Cultural Experiences -Enrichment Programs in the Community.
Purpose:	01 - Public School Activities	Creating and expand opportunities for art and cultural

ARP ESSER Priority:	2: Family and Community Connections	<p>experiences for families and students in Waterbury. This will allow all families to access local enrichment at no cost.</p> <p>This would include partnerships with local stakeholders, such as, but not limited to, Mattatuck Museum, Palace Theater, Waterbury Symphony Orchestra, Seven Angels Theater, YMCA, PAL, Boys and Girls Club, Shakesperience, and Girls Inc.</p> <p>FY 22=\$100,000 FY 23=\$200,000 FY 24=\$200,000</p>
Uses of Funds:	Addressing learning loss	
LEA / School:	Waterbury School District (151-000)	
Quantity:	1.00	
Cost:	\$500,000.00	
Line Item Total:	\$500,000.00	
Object:	300 - Purchased Professional and Technical Services	<p>Administrative Costs including temporary staff to help manage and maintain all various projects and outside consultants.</p>
Purpose:	01 - Public School Activities	
ARP ESSER Priority:	5: Building Safe and Healthy School...	
Uses of Funds:	Administration	
LEA / School:	Waterbury School District (151-000)	
Quantity:	1.00	
Cost:	\$450,000.00	
Line Item Total:	\$450,000.00	

Object:	300 - Purchased Professional and Technical Services	Leadership Support for Accelerated Learning - CT Center for School Change - to support District instructional leaders and staff with the understanding of the Acceleration framework components
Purpose:	01 - Public School Activities	
ARP ESSER Priority:	1: Learning Acceleration, Academic ...	
Uses of Funds:	Addressing learning loss	
LEA / School:	Waterbury School District (151-000)	
Quantity:	1.00	
Cost:	\$280,000.00	
Line Item Total:	\$280,000.00	
Object:	300 - Purchased Professional and Technical Services	Portrait of Graduate Development and Assessment for FY 23 and FY 24. WPS will contract with supporting service organization to provide latest examples and researched based evidence for development of a new standards based assessment system that aligns with the district's portrait of a graduate. Services provided will include consulting on design, implementation and integration with district's other academic initiatives. Additionally, significant training of staff and administration will be provided.
Purpose:	01 - Public School Activities	
ARP ESSER Priority:	1: Learning Acceleration, Academic ...	
Uses of Funds:	Addressing learning loss	
LEA / School:	Waterbury School District (151-000)	
Quantity:	1.00	
Cost:		

	\$250,000.00	
Line Item Total:	\$250,000.00	
Object:	300 - Purchased Professional and Technical Services	<p>Equity Training for FY24</p> <p>Contract service providers to provide program design and development support to implement district wide equity training for teachers and administrators.</p>
Purpose:	01 - Public School Activities	
ARP ESSER Priority:	4: Strategic Use of Technology, Sta...	
Uses of Funds:	Addressing unique needs of special ...	
LEA / School:	Waterbury School District (151-000)	
Quantity:	1.00	
Cost:	\$150,000.00	
Line Item Total:	\$150,000.00	
Object:	300 - Purchased Professional and Technical Services	<p>SEL training for teachers and staff to help support students' social emotional development to increase school community connections and positive school outcome.</p>
Purpose:	01 - Public School Activities	
ARP ESSER Priority:	3: Social, Emotional, and Mental He...	
Uses of Funds:	Addressing learning loss	
LEA /	Waterbury School District (151-000)	

School:		
Quantity:	1.00	
Cost:	\$75,000.00	
Line Item Total:	\$75,000.00	
Object:	300 - Purchased Professional and Technical Services	Staff Incentives to Cross Endorse To support Waterbury Public Schools teachers pursuing cross endorsement to earn special education license and increase the district ability to serve students with IEPs.
Purpose:	01 - Public School Activities	
ARP ESSER Priority:	4: Strategic Use of Technology, Sta...	
Uses of Funds:	Providing principals/leaders with r...	
LEA / School:	Waterbury School District (151-000)	
Quantity:	1.00	
Cost:	\$50,000.00	
Line Item Total:	\$50,000.00	
Object:	300 - Purchased Professional and Technical Services	We will strategically refocus resources to build upon recent successful strategies that specifically recruit teachers of color to diversify the workforce and to make sure that we are retaining our best teachers and that we are aggressively recruiting and pursuing the best candidates because talent matters. Partnerships with Connecticut university and college teacher preparation programs and career services office will be
Purpose:	01 - Public School Activities	
ARP ESSER Priority:	4: Strategic Use of Technology, Sta...	

Uses of Funds:	Providing principals/leaders with r...	essential and aid us in creating a direct pipeline to the high-quality diverse talent that will connect with our students and help them achieve at high levels.
LEA / School:	Waterbury School District (151-000)	
Quantity:	1.00	
Cost:	\$40,000.00	
Line Item Total:	\$40,000.00	
Object:	300 - Purchased Professional and Technical Services	Voiance Translation for FY24 Providing real time translation support in all languages for teachers to use over phone or online to support parents outreach.
Purpose:	01 - Public School Activities	
ARP ESSER Priority:	2: Family and Community Connections	
Uses of Funds:	Providing principals/leaders with r...	
LEA / School:	Waterbury School District (151-000)	
Quantity:	1.00	
Cost:	\$25,000.00	
Line Item Total:	\$25,000.00	
Total for 300 - Purchased Professional and Technical Services:		\$4,299,762.00
Total for all other Objects:		\$85,391,414.00

Total for all Objects:		\$89,691,176.00
Allocation:		\$89,691,176.00
Remaining:		\$0.00

Budget Detail

Waterbury School District (151-000) Public School District - FY 2021 - ARP ESSER Funds - Rev 1 - ARP ESSER Funds

500 - Other Purchased Services - \$4,310,000.00

Budget Detail		Narrative Description
Object:	500 - Other Purchased Services	<p>Enhance academic opportunities and curriculum for students.</p> <p>Expand dual enrollment courses, digital science curriculum, digital music curriculum, digital art curriculum, digital theater curriculum, and teaching tools such as PearDeck. Math coaching for secondary schools will be expanded by contracting with a company to provide additional supports for teachers. In addition, special education staffing will be expanded to better meet students' needs by contracting for additional CBA, SLP, and para support.</p>
Purpose:	01 - Public School Activities	
ARP ESSER Priority:	1: Learning Acceleration, Academic ...	
Uses of Funds:	Addressing learning loss	
LEA / School:	Waterbury School District (151-000)	
Quantity:	1.00	
Cost:	\$3,000,000.00	
Line Item Total:	\$3,000,000.00	
Object:	500 - Other Purchased Services	<p>A micro-credential (badging system) is a digital form of micro-certification earned by demonstrating competency in a specific skill via a portfolio of artifacts from classroom practice. The key components are description of the skill, requirements for proving competency (artifacts), and a performance rubric for each requirement. Staff will earn stipends as they work to complete a micro-endorsement consisting of 3-6 micro-credentials.</p>
Purpose:	01 - Public School Activities	
ARP ESSER Priority:	4: Strategic Use of Technology, Sta...	
Uses of Funds:	Providing principals/leaders with r...	

LEA / School:	Waterbury School District (151-000)	Pathways will include teacher leadership, mentoring, National Board Certified teaching, master teacher, SEL, etc....
Quantity:	1.00	
Cost:	\$950,000.00	
Line Item Total:	\$950,000.00	
Object:	500 - Other Purchased Services	<p>"Summer School Transportation for FY24 Transportation expenses for K -12 students for the summer of 2024 Approx. 75 buses Funding partnership with local businesses and community agencies."</p>
Purpose:	01 - Public School Activities	
ARP ESSER Priority:	1: Learning Acceleration, Academic ...	
Uses of Funds:	Addressing learning loss	
LEA / School:	Waterbury School District (151-000)	
Quantity:	1.00	
Cost:	\$300,000.00	
Line Item Total:	\$300,000.00	
Object:	500 - Other Purchased Services	
Purpose:	01 - Public School Activities	
ARP ESSER Priority:	3: Social, Emotional, and Mental He...	<p>Naviance for FY24 Comprehensive monitoring of student progress and performance to ensure the integration of the Comprehensive School Counseling Curriculum with focus on Naviance. Naviance curriculum piece promotes growth mindset and behavior that enhances the learning process and supports a</p>
Uses of		

Funds:	Providing principals/leaders with r...	positive and equitable culture of college and career readiness and success for all students."
LEA / School:	Waterbury School District (151-000)	
Quantity:	1.00	
Cost:	\$60,000.00	
Line Item Total:	\$60,000.00	
Total for 500 - Other Purchased Services:		\$4,310,000.00
Total for all other Objects:		\$85,381,176.00
Total for all Objects:		\$89,691,176.00
Allocation:		\$89,691,176.00
Remaining:		\$0.00

Budget Detail

Waterbury School District (151-000) Public School District - FY 2021 - ARP ESSER Funds - Rev 1 - ARP ESSER Funds

600 - Supplies - \$4,795,000.00

Budget Detail		Narrative Description
Object:	600 - Supplies	<p>Enhance Academic Curriculum and Assessments.</p> <p>The goal is to implement a reliable and valid curriculum in all subject areas. Enhancements will allow the district to purchase materials for CTE, physical education health and wellness equipment, and core materials in content areas that support curriculum goals. This also includes a focus on materials that support blended learning for students. In addition, the World Languages curriculum will be redeveloped in grades 6-12 that will require updated student material, college and career pathway expansion and enhancement of CTE courses and materials in classrooms, library media upgrades to student material such as Makerbot technology, arts expansion, science materials for grades K-12, EL/Bilingual/TESOL materials, social studies materials that support the curriculum, preschool materials, and specific special education curriculum such as Wilson reading. Although Alliance funds have mainly focused on enhancing ELA and Math curriculum, there continues to be a need to support all content areas.</p> <p>FY 22=\$1,500,000 FY 23=\$1,360,000 FY 24=\$1,360,000</p>
Purpose:	01 - Public School Activities	
ARP ESSER Priority:	1: Learning Acceleration, Academic ...	
Uses of Funds:	Addressing learning loss	
LEA / School:	Waterbury School District (151-000)	
Quantity:	1.00	
Cost:	\$4,220,000.00	
Line Item Total:	\$4,220,000.00	
Object:	600 - Supplies	Family and Community Engagement - Resources and additional support to stem learning loss.

Purpose:	01 - Public School Activities	<p>The resources will include materials that align to the curriculum to support learning at home in the areas of early literacy and numeracy. Materials shall include but not limited to: take home books, flash cards, manipulatives...</p> <p>FY 22 150,000 FY 23 150,000 FY 24 200,000</p>
ARP ESSER Priority:	2: Family and Community Connections	
Uses of Funds:	Addressing learning loss	
LEA / School:	Waterbury School District (151-000)	
Quantity:	1.00	
Cost:	\$500,000.00	
Line Item Total:	\$500,000.00	
Object:	600 - Supplies	<p>Materials/ Supplies for K to 12 Summer School Program for FY24</p>
Purpose:	01 - Public School Activities	
ARP ESSER Priority:	1: Learning Acceleration, Academic ...	
Uses of Funds:	Addressing learning loss	
LEA / School:	Waterbury School District (151-000)	
Quantity:	1.00	
Cost:	\$75,000.00	
Line Item Total:	\$75,000.00	

Total for 600 - Supplies:		\$4,795,000.00
Total for all other Objects:		\$84,896,176.00
Total for all Objects:		\$89,691,176.00
Allocation:		\$89,691,176.00
Remaining:		\$0.00

Budget Detail

Waterbury School District (151-000) Public School District - FY 2021 - ARP ESSER Funds - Rev 1 - ARP ESSER Funds

700 - Property - \$57,631,085.00

Budget Detail		Narrative Description
Object:	700 - Property	<p>In order to enable the City of Waterbury to provide safe, healthy and efficient learning environments for all of its students, regardless of background and financial means, several infrastructure enhancement initiatives have been identified and apportioned for implementation as part of the ARPA/ESSER III targeted funding. These initiatives are largely comprised of:</p> <p>Heating and cooling upgrades for aging mechanical equipment and related systems.</p> <p>Modern electronic school building environmental control and centralized monitoring to upgrade and replace outdated and obsolete systems</p> <p>Enhancements to Indoor Air Quality for older buildings that will allow higher airflow rates as needed</p> <p>Modernizing environments that will improve the delivery of curricular and extra-curricular programs and activities</p> <p>Providing flexible physical learning environments and spaces that can more easily be converted to meet ongoing and prescriptive program changes impacting both faculty and student populations</p> <p>The resulting projects associated with these plans will enable the Waterbury Public Schools to better respond to challenges posed by COVID-19, as well as to help meet resource allocation and energy conservation programs in a way that benefits and better serves its entire student population through safer and</p>
Purpose:	01 - Public School Activities	
ARP ESSER Priority:	5: Building Safe and Healthy School...	
Uses of Funds:	Health and safety of students, staf...	
LEA / School:	Waterbury School District (151-000)	
Quantity:	1.00	
Cost:	\$45,603,585.00	
Line Item Total:	\$45,603,585.00	

		<div>healthier learning environments throughout the District</div> <div><div>Maloney Chiller Replacement\$250,000</div><div>Crosby Cooling Towers Replacement\$500,000</div><div>Variable Speed Pumps and Chillers Replacement\$1,499,975</div><div>Air Handler Unit Damper Refurbishments\$399,836</div><div>Energy Management System Upgrades & Expansion\$6,333,132</div><div>Building Weatherization\$610,456</div><div>Pipe & Fitting Insulation\$902,203</div><div>Steam Traps & Thermostatic Radiator Valves\$760,862</div><div>Steam Boilers\$6,245,918</div><div>Hot Water Boilers & Pool Heating Systems\$9,211,574</div><div>Coils Replacement\$129,100</div><div>Waterbury Arts Magnet School HVAC Upgrades\$3,100,000</div><div>Facility Study identified projects\$15,660,527</div><div>Total\$45,603,585</div></div> <div>Will fund the projects as identified by the facility study that is currently underway in the area of HVAC/ ventilation projects at various schools at approximately \$15,660,527 of the remaining balance.</div>
Object:	700 - Property	<div>FF&E & School Needs</div> <div>Upgrade furniture, fixtures and equipment based on school needs and identified by school leadership and community.</div> <div>This will allow school environment to be more welcoming and to support adaptive learning spaces that can be modified depending on public health conditions. Welcoming spaces will be essential for increasing and maintaining higher percentages of students choosing in-person learning.</div>
Purpose:	01 - Public School Activities	
ARP ESSER Priority:	5: Building Safe and Healthy School...	
Uses of Funds:	Facility repairs/improvement to min...	
LEA / School:	Waterbury School District (151-000)	

Quantity:	1.00	Classroom Furniture \$4,500,000
Cost:	\$7,000,000.00	Media Centers \$1,500,000
Line Item Total:	\$7,000,000.00	Principals needs/equip \$1,000,000
Object:	700 - Property	Technology for Teaching and Learning
Purpose:	01 - Public School Activities	Chromebooks and laptops for students and staff.
ARP ESSER Priority:	4: Strategic Use of Technology, Sta...	The District needs to replace all of our oldest Chromebooks that are still functioning, but are no longer receiving operating system updates. This will eventually cause connectivity issues with some software, such as SBAC Testing and connecting to Google Classroom and Meet, which support online learning and learning beyond the classroom.
Uses of Funds:	Education technology	
LEA / School:	Waterbury School District (151-000)	New Teacher computers are needed for secure connectivity to the school network and the new digital interactive boards installed in the classrooms. Most of these computers are Windows 7 computers that are End of Life and are no longer supported by Microsoft. End of Life devices no longer receive critical updates are vulnerable to malware, spyware, and ransomware that can cripple the District's network
Quantity:	1.00	
Cost:	\$3,832,500.00	
Line Item Total:	\$3,832,500.00	3000 Chromebooks @ \$453 each 2000 All-in-one PCs @ 1092.00 each 321 Wireless Access points @ \$902 each
Object:	700 - Property	Playground Improvements for Safety at the Elementary Schools
Purpose:	01 - Public School Activities	Upgrade playground and equipment based on school needs and identified by school leadership and community.
ARP	5: Building Safe and Healthy School...	

ESSER Priority:		<p>This will allow school environment to be more welcoming and to support students physical activity. Safe outdoor spaces will be essential for increasing and maintaining higher percentages of students choosing in-person learning.</p> <p>Play Equipment Replacement @ approximately 150K/ each</p> <p>State Street playscape Bunker Hill Playscape Hopeville Playscape Sprague Playscape Driggs Playscape Gilmartin Playscape Regan Playscape Duggan Playscape</p>	
Uses of Funds:	Facility repairs/improvement to min...		
LEA / School:	Waterbury School District (151-000)		
Quantity:	1.00		
Cost:	\$1,195,000.00		
Line Item Total:	\$1,195,000.00		
		Total for 700 - Property:	\$57,631,085.00
		Total for all other Objects:	\$32,060,091.00
		Total for all Objects:	\$89,691,176.00
		Allocation:	\$89,691,176.00
		Remaining:	\$0.00

ARP ESSER Funds Budget Overview

Waterbury School District (151-000) Public School District - FY 2021 - ARP ESSER Funds - Rev 1 - ARP ESSER Funds

Filter by Location: All - \$89,691,176.00

Purpose	01 - Public School Activities	Total
Object		
100 - Personal Services > Salaries	16,661,700.00	16,661,700.00
200 - Personal Services > Employee Benefits	1,993,629.00	1,993,629.00
300 - Purchased Professional and Technical Services	4,299,762.00	4,299,762.00
500 - Other Purchased Services	4,310,000.00	4,310,000.00
600 - Supplies	4,795,000.00	4,795,000.00
700 - Property	57,631,085.00	57,631,085.00
Total	89,691,176.00	89,691,176.00
Allocation		89,691,176.00
Remaining		0.00

ARP ESSER Funds Budget Overview Plus/Minus

Waterbury School District (151-000) Public School District - FY 2021 - ARP ESSER Funds - Rev 1 - ARP ESSER Funds

Filter by Location: All - \$89,691,176.00

Purpose	01 - Public School Activities	Total
Object		
100 - Personal Services > Salaries	16,661,700.00	16,661,700.00
200 - Personal Services > Employee Benefits	1,993,629.00	1,993,629.00
300 - Purchased Professional and Technical Services	4,299,762.00	4,299,762.00
500 - Other Purchased Services	4,310,000.00	4,310,000.00
600 - Supplies	4,795,000.00	4,795,000.00
700 - Property	57,631,085.00	57,631,085.00
Total	89,691,176.00	89,691,176.00
Allocation		89,691,176.00
Remaining		0.00

COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

WORKSHOP: Monday, April 4, 2022

BOARD MEETING: Tuesday, April 26, 2022

TO THE BOARD OF EDUCATION
WATERBURY, CONNECTICUT

LADIES AND GENTLEMEN:

With the approval of the Committee on School Facilities and Grounds, the Superintendent of Schools recommend approval of the use of school facilities, at no charge, by the following school organizations and/or City departments:

GROUP	FACILITIES AND DATES/TIMES
C. Swain	WAMS café: April 4 th and May 2 nd 5:30 – 9:00 pm Board Workshops WAMS atrium: April 25 th and May 15 th 6:30 – 8:30 pm BOE Meetings
M. Bergin	Bucks Hill Pre-Sch. Playground area: Monday, April 4 th 3:30 – 5:30 pm (Family Afternoon to promote NAEYC and the Week of the Young Child)
M. Harris	Career Academy café, gym, parking lot: Saturday, May 7 th 10:00am-3:00pm (Family Challenge event/fundraiser for Senior Class) (rain date: 5/14/22)
S. Smyth	Crosby aud.: Rehearsals: Tues. & Thurs. 2:30-4:00 and Saturdays 10:00am – 1:00pm Mar. 26 th to Apr. 30 th Performances: Fri., May 6 th & Sat., May 7 th 5:00pm to 10:00pm
J. Begnal	Wilby aud.: Thursday, June 2 nd 5:30 – 9:00 pm (National Honor Society ceremony)

Approved

Ann Sweeney

Dr. Verna D. Ruffin
Superintendent of Scho

REQUEST FOR USE OF SCHOOL FACILITIES

School/City Personnel Use only

TO: S. McCasland, School Business Office

FROM: Carrie Swain, Clerk Board of Education
(name/title) (school/department)

DATE: March 21, 2022

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: Waterbury Arts Magnet School

Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café ☐

Rooms ☒

Café – 4/4/21 and 5/2/21, 5:30 – 9:00 p.m. – BOE Workshop

Atrium – 4/25/22 and 5/15/22 – 6:30 – 8:30 p.m. – BOE Regular Meeting

DATES REQUESTED:

4/4 and 5/2 (Café) 4/25 and 5/15 (Atrium)

For the following purpose: BOE Meetings

March 21, 2022
Date

Carrie A. Swain
Applicant's Signature

PLEASE NOTE THE FOLLOWING PROVISION: When the public is invited to an activity, police and firemen are required. These arrangements must be made in person at police and/or fire headquarters.

hook

MAR 22 2022

SCHOOL PERSONNEL USE ONLY

DATE: March 22, 2022

TO: SCHOOL BUSINESS OFFICE

FROM: Maureen Bergin

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: Bucks Hill Preschool - Playground area

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: April 4, 2022 Rain Date April 5, 2022

FROM: 3:30 am/pm pm TO: 5:30 am/pm pm

FOR THE FOLLOWING PURPOSES:

The Offices of Early Childhood and School Readiness will be holding a Family Afternoon
to promote NAEYC and the Week of the Young Child. We will promote family activities, offer to register
new students and demonstrate the CT OEC Sparkler App for parents.

Maureen Bergin

APPLICANT

Please note the following provisions:

When the public is invited to an activity, police and fire departments must be notified.
These arrangements *must* be made in person at the police and fire headquarters.

Book

MAR 23 2022

SCHOOL PERSONNEL USE ONLY

DATE: 3/23/22

TO: SCHOOL BUSINESS OFFICE

FROM: WCA / Michael Harris

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: Waterbury Career Academy

☐ Auditorium

☒ Gymnasium

☐ Swimming Pool

☒ Café/Rooms

DATES REQUESTED: May 7th (Rain date May 14th)

FROM: 10:00 am/ TO: 3:00 pm

FOR THE FOLLOWING PURPOSES:

This field and the café, gym & bottom floor restrooms will be used as well as the parking lots to run a Family Challenge event- (obstacle and skill course challenge) for WCA families- as a fundraiser for the Senior Class.


APPLICANT

.....

Please note the following provisions:

When the public is invited to an activity, police and fire departments must be notified. These arrangements *must* be made in person at the police and fire headquarters.

hook

SCHOOL PERSONNEL USE ONLY

DATE: March 17, 2022 _____

TO: SCHOOL BUSINESS OFFICE

FROM: Susan B. Smyth _____

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: Crosby High School – Susan B. Smyth _____

☒ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

- ✓ DATES REQUESTED:
✓ Friday May 6 5:00 to 10:00PM
✓ Saturday May 7th 5:00 to 10:00PM
✓ Rehearsals Tuesday, Thursday 2:30 to 4:00PMM
✓ Rehearsals Saturday 10 to 1:00PM March 26 to April 30

FROM: _____ am/pm TO: _____ am/pm

FOR THE FOLLOWING PURPOSES:

Performances – May 6 and 7, 2022
Rehearsals March 26 to May
5 _____

Sweeney Todd High School Edition – Crosby HS and
WCA _____

Susan B. Smyth
Crosby Play Director

dyork

MAR 22 2022

SCHOOL PERSONNEL USE ONLY

DATE: 3/18/2022

TO: SCHOOL BUSINESS OFFICE

FROM: _____

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: WILBY HIGH SCHOOL *sub*

☒ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: JUNE 2, 2022

FROM: 5:30 am/pm 9:00 am/pm

FOR THE FOLLOWING PURPOSES:

NHS WILDCAT CHAPTER INDUCTION CEREMONY
FOR STUDENTS & THEIR FAMILIES

APPLICANT.

Please note the following provisions:

When the public is invited to an activity, police and fire departments must be notified.
These arrangements *must* be made in person at the police and fire headquarters.

COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

WORKSHOP: Monday, April 4, 2022
BOARD MEETING: Tuesday, April 26, 2022

**TO THE BOARD OF EDUCATION
 WATERBURY, CONNECTICUT**

LADIES AND GENTLEMEN:

With the approval of the Committee on School Facilities and Grounds, the Superintendent of Schools recommends approval of the use of school facilities by groups and organizations, subject to fees and insurance as required.

GROUP	FACILITIES AND DATES/TIMES
Heart & Sole Dance Studio J. Medina	Rotella aud, café: June 23 rd 5:00-9:30pm June 24 th 4:30 – 9:00pm and June 26 th 12:30-5:00pm (Dance recitals)
Dance Xpressions P. Boucher	Rotella aud..dressing rm.: June 3 rd 5:00-9:30pm and June 4 th 11:30am-4:30pm (Rehearsal & Dance Performance)

REQUESTING WAIVERS:

Wtby. Senior Center M. LeVasseur	Crosby aud.: play rehearsals and performances April 9 th thru June 26 th (\$4,273.)
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GROUPS NOT SUBJECT TO FEES OR WAIVER DUE TO TIME OF USE OR PREVIOUS WAIVER:

Brooklyn Neighborhood Assoc.: F. Perrella, Sr.	2 nd Thurs. of April, May, June, Sept. 6:30 – 7:30 pm 1 room (Meetings to discuss Brooklyn Neighborhood activities and businesses)
Hoops 4 Life D. Fryer	Reed gym: weeknights 4/19 – 6/13 5:15 – 9:00 pm WSMS gym: weeknights 4/25 – 6/13 5:30 – 9:00 pm (basketball league)

MONIES COLLECTED TO DATE:

\$ 3,378.25

Approved:

Ann Sweeney

Dr. Verna D. Ruffin
Superintendent of Schools

These activities are completed and have been billed:

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT
SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

MAR 22 2022

CONTRACT#

Book

APPLICANT Jill Medina NAME OF ORGANIZATION Heart and Sole Dance Studio
ADDRESS 97 Rockledge Dr. (street) (city) Wthby Ct (state) 06706 (zip code) TELEPHONE # 203-228-7303
SCHOOL REQUESTED Rotella DATES June 23, 2022 ROOM(S) cafe/auditorium/rms in back of auditorium
OPENING TIME 5:00 pm CLOSING TIME 9:30 PURPOSE dress rehearsal
ADMISSION (if any) X CHARGE TO BE DEVOTED TO _____
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 40 CHILDREN 152
SIGNATURE OF APPLICANT Jill Medina DATE 3-15-22
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: _____

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. jm (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: _____
RENTAL FEES: _____
MISCELLANEOUS FEES: _____
SECURITY DEPOSIT \$ 500. INSURANCE COVERAGE YES NO

PLEASE READ THE FOLLOWING CAREFULLY

APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.

A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION (IF APPLICABLE) will send after May 1, 2022

IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.

POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.

APPROVAL DATE _____ SCHOOL BUSINESS OFFICE

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT
SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT#

MAR 22 2022

APPLICANT Jill Medina NAME OF ORGANIZATION Heart and Sole Dance Studio

ADDRESS 97 Rockledge Dr Wthby Ct 06706 TELEPHONE # 203-228-7303
(street) (city) (state) (zip code)

SCHOOL REQUESTED Rotella DATES June 25, 2022 ROOM(S) Cafe, auditorium, rms along
back front of auditorium

OPENING TIME 4:30 CLOSING TIME 9:00 PURPOSE Recital

ADMISSION (if any) \$20.00 CHARGE TO BE DEVOTED TO Heart and Sole Dance Studio

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 200 CHILDREN 200

SIGNATURE OF APPLICANT Jill Medina DATE 3-15-22

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

Jill Medina 203-228-7303 Cecile Pettit 203-910 Kerrie Zappone 203-560-5483

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES:

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT \$500.- INSURANCE COVERAGE YES NO

PLEASE READ THE FOLLOWING CAREFULLY

APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.

A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION (IF APPLICABLE)

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POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

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APPROVAL DATE _____

SCHOOL BUSINESS OFFICE

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.

White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

Book

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT
SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT#

MAR 22 2022

APPLICANT Jill Medina NAME OF ORGANIZATION Heart and Sole Dance Studio
ADDRESS 97 Rockledge Dr. Wtby, Ct 06706 TELEPHONE # 203 228-7303
(street) (city) (state) (zip code)
SCHOOL REQUESTED Botella DATES June 26, 2022 ROOM(S) same as on 6-25-22
OPENING TIME 12:30 CLOSING TIME 5:00 PURPOSE Recital - Sun Matinee
ADMISSION (if any) \$20 CHARGE TO BE DEVOTED TO Studio
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 250 CHILDREN 175
SIGNATURE OF APPLICANT Jill Medina DATE 3-15-22
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

Jill Medina 203-228-7303 Cecile Petit 203 910-2242 Korie Zappone 203 560-5483
In the event that the Board of Education should need to resort to legal proceedings to collect
any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's
fees and court costs associated with said proceedings. (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES:

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT \$ 500 INSURANCE COVERAGE YES NO

PLEASE READ THE FOLLOWING CAREFULLY

APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.

A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION (IF APPLICABLE)

IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.

POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH
DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE:
PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

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WILL BE RIGIDLY ENFORCED.

APPROVAL DATE _____ SCHOOL BUSINESS OFFICE _____

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SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT
SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT#

MAR 24 2022

Book

APPLICANT Phyllis Boucher NAME OF ORGANIZATION Dance Xpressions
ADDRESS 101 A East Main St Plainville CT 06062 TELEPHONE # 860-593-4742
(street) (city) (state) 3 (zip code) 06062
SCHOOL REQUESTED Rotella Magnet DATES June 3, 2022 Rehearsal
6/3/22 - 5:00 9:30 June 4, 2022 Performance
OPENING TIME 6/4/22 - 11:30 CLOSING TIME 4:30 PURPOSE Dance Rehearsal + Performance
ADMISSION (if any) ? CHARGE TO BE DEVOTED TO _____
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 6/3 70 CHILDREN 70
SIGNATURE OF APPLICANT Phyllis Boucher DATE 3-20-22
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:
Phyllis Boucher 7 Unionville Ave Plainville CT 06062 860-593-4742
In the event that the Board of Education should need to resort to legal proceedings to collect
any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's
fees and court costs associated with said proceedings. PB (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR plus 1 HR. SERVICE PER CUSTODIAN
RENTAL FEES: \$1,000/4 HRS + \$200./each add hr.
MISCELLANEOUS FEES: \$55/HR - Tech.

SECURITY DEPOSIT \$ 500.00 INSURANCE COVERAGE YES _____ NO _____

PLEASE READ THE FOLLOWING CAREFULLY

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A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION (IF APPLICABLE)

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CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.

POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH
DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE:
A SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

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APPROVAL DATE _____

SCHOOL BUSINESS OFFICE

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE
SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.

White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT
SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

MAR 16 2022

CONTRACT#

APPLICANT Mira Levasseur NAME OF ORGANIZATION Waterbury Senior Ctr / BRASS

ADDRESS 1925 E. main st Waterbury, CT 06705 TELEPHONE # 203-574-6746
(street) (city) (state) (zip code)

SCHOOL REQUESTED Crosby DATES SEE ATTACHED ROOM(S) Auditorium

OPENING TIME SEE CLOSING TIME ATTACHED PURPOSE play with senior citizens

ADMISSION (if any) _____ CHARGE TO BE DEVOTED TO _____

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 60 CHILDREN N/A

SIGNATURE OF APPLICANT Mira Levasseur DATE 3/16/2022

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

Robert Tansley 481 Homestead Ave Waterbury CT 06705 203-525-5003

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. mt (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR plus 1 HR SERVICE (\$2,898.)

RENTAL FEES: _____

MISCELLANEOUS FEES: \$55/H Tech 25 HAS (\$1375.)

SECURITY DEPOSIT \$ 250. INSURANCE COVERAGE _____ YES _____ NO

PLEASE READ THE FOLLOWING CAREFULLY

APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.

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POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

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APPROVAL DATE _____ SCHOOL BUSINESS OFFICE _____

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.

White-Permittee Goldenrod-School Business Office Pink-Principal Blue-Custodian

USE OF SCHOOL FACILITIES
WAIVER REQUEST
(to be submitted with State Building Permit)



APPLICANT/ORGANIZATION: Waterbury Senior Center

Please check below specific item(s):

Building Usage Fees ☐

Custodial Fees ☐

SCHOOL/ROOMS REQUESTED: Crosby Auditorium

DATE(S): Sat 4/9

TIMES: 2pm-5pm 4

DATE(S): Sat 4/16

TIMES: 2pm-5pm 4

DATE(S): Sat 4/23

TIMES: 2pm-5pm 4

DATE(S): Sat 4/30

TIMES: 2pm-5pm 4

DATE(S): Sat 5/14

TIMES: 10am-4pm 7

DATE(S): Sat 5/21

TIMES: 10am-4pm 7

3/23/0022
Date

[Signature]
Signature

30
HRS

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$ _____
Building Usage Fees

\$ _____
Custodial Fees

\$ _____
Security Deposit

BOARD USE ONLY

The Board of Education approved/denied the above referenced waiver request(s) at their regular meeting of _____

ATTEST: _____
Clerk, Board of Education

USE OF SCHOOL FACILITIES
WAIVER REQUEST

(to be submitted with City of Building Permit)

APPLICANT/ORGANIZATION:

Waterbury Senior Center

Please check below specific item(s):

Building Usage Fees ☐

Custodial Fees ☐

SCHOOL/ROOMS REQUESTED:

Crosby Auditorium

DATE(S): Sat 5/28

TIMES: 10am-4pm

DATE(S): Sat 6/4

TIMES: 12pm-4pm

DATE(S): Sat 6/11

TIMES: 12pm-4pm

DATE(S): Sat 6/18

TIMES: 12pm-4pm

DATE(S): Sun 6/19

TIMES: 6pm-10pm

DATE(S): Mon 6/20

TIMES: 6pm-10pm

3/23/22
Date

Gerard Lasserre
Signature

27 HRS

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$

Building Usage Fees

\$

Custodial Fees

\$

Security Deposit

BOARD USE ONLY

The Board of Education approved/denied the above referenced waiver request(s) at their regular meeting of _____

ATTEST:

Clerk, Board of Education

USE OF SCHOOL FACILITIES
WAIVER REQUEST
(to be submitted with use of Building Permit)

APPLICANT/ORGANIZATION: Waterbury Senior Center

Please check below specific item(s):

Building Usage Fees ☐

Custodial Fees ☐

SCHOOL/ROOMS REQUESTED: Crosby auditorium

DATE(S): Tues 6/21

TIMES: 6pm-10pm

DATE(S): Wed 6/22

TIMES: 6pm-10pm

DATE(S): Thurs 6/23

✓ TIMES: 5pm-10pm

DATE(S): Fri 6/24

✓ TIMES: 5pm-10pm

DATE(S): Sat 6/25

✓ TIMES: 5pm-10pm

DATE(S): Sun 6/26

✓ TIMES: 11am-4pm

3/23/22

Date

[Signature]
Signature

12 HRS

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$ 180
Building Usage Fees

\$ 4273
Custodial Fees

\$ _____
Security Deposit

BOARD USE ONLY

The Board of Education approved/denied the above referenced waiver request(s) at their regular meeting of _____

ATTEST: _____
Clerk, Board of Education

Hook

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT
SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

MAR 18 2022

CONTRACT#

APPLICANT Frank C. Perrella Sr. NAME OF ORGANIZATION Brooklyn Neighborhood Association

ADDRESS 25 Edgar Road Middlebury CT 06762 TELEPHONE #203-598-5945
(street) (city) (state) (zip code)

SCHOOL REQUESTED Duggan DATES 2nd Thursday of Apr, May, June, Sept ROOM(S) 1
OPENING TIME 6:30 PM CLOSING TIME 7:30 PM PURPOSE Discussion of Brooklyn Neighborhood activities and business

ADMISSION (if any) N/A CHARGE TO BE DEVOTED TO N/A

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 15 CHILDREN —

SIGNATURE OF APPLICANT Frank C. Perrella Sr. DATE 3-16-22

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

Same as above

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT \$ _____ INSURANCE COVERAGE _____ YES _____ NO

PLEASE READ THE FOLLOWING CAREFULLY

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POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

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APPROVAL DATE _____

SCHOOL BUSINESS OFFICE

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.

White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT
SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT# MAR 15 2022

Book

APPLICANT DENEEN FLYER NAME OF ORGANIZATION _____
ADDRESS 232 N. Elm Street Wtby Ct 06702 TELEPHONE # 203 232-4574
(street) (city) (state) (zip code) 203 575-4340
SCHOOL REQUESTED Wharton Reed DATES See attachment ROOM(S) Gym
OPENING TIME 5:15p CLOSING TIME 9:00p PURPOSE Basketball League
ADMISSION (if any) N/A CHARGE TO BE DEVOTED TO _____
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 35 CHILDREN 20
SIGNATURE OF APPLICANT [Signature] DATE 03/14/2022
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:
Randy Brooks 12 Orange St (203) 437-2205 / John Burrus (203) 419-8883
In the event that the Board of Education should need to resort to legal proceedings to collect
any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's
fees and court costs associated with said proceedings. PP (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT \$ _____ INSURANCE COVERAGE YES _____ NO _____

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DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

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PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

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APPROVAL DATE _____ SCHOOL BUSINESS OFFICE _____

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE
SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.

White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

APPLICANT/ORGANIZATION: Hoops4Life Inc.

Please check below specific item(s): Gym Jonathan Reed

SCHOOL/ROOMS REQUESTED:

DATE(S): 4/19 4/20 4/21 4/22 4/25
DATE(S): 4/26 4/27 4/28 4/29
DATE(S): 5/3 5/4 5/5 5/6 5/9
DATE(S): 5/10 5/11 5/12 5/13 5/16 5/17
DATE(S): 5/18 5/19 5/20 5/23 5/24 5/26
DATE(S): 5/26 5/27 5/31 6/1 6/2 6/3
6/6 6/7 6/8 6/9 6/10
6/13

TIMES: 5:00p - 9:00p
TIMES: 5:00p - 9:00p
TIMES: " "
TIMES: " "
TIMES: " "
TIMES: " "

Jonathan Reed
Signature

03/14/2022
Date

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT
SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

MAR 15 2022

CONTRACT#

APPLICANT DENEEN FRYER NAME OF ORGANIZATION Hoops 4 Life, Inc
ADDRESS 232 N-Elm Street Wtby Ct 06702 TELEPHONE # (203) 232-4578
(street) (city) (state) (zip code) 203 578-4143
SCHOOL REQUESTED West Side Middle DATES See attachment ROOM(S) Gym
OPENING TIME 5:15p CLOSING TIME 9:00p PURPOSE Basketball League
ADMISSION (if any) N/A CHARGE TO BE DEVOTED TO _____
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 30 CHILDREN 20
SIGNATURE OF APPLICANT Deneen Fryer DATE 03/14/2022

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

Randy Brooks 12 Orange St (203) 437-2205 / John Burrus (203) 419-8883

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. DF (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT \$ _____ INSURANCE COVERAGE OK YES _____ NO _____

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THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.

POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.

APPROVAL DATE _____ SCHOOL BUSINESS OFFICE _____

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.

White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

APPLICANT/ORGANIZATION: HoppyLife, Inc

Please check below specific item(s): Gym West Side Middle School

SCHOOL/ROOMS REQUESTED:

DATE(S):	4/1 4/2 4/3 4/4 4/5 4/6 4/7 4/8 4/9 4/10 4/11 4/12 4/13 4/14 4/15 4/16 4/17 4/18 4/19 4/20 4/21 4/22 4/23 4/24 4/25 4/26
DATE(S):	4/27 4/28 4/29 4/30 5/1 5/2 5/3 5/4 5/5
DATE(S):	5/6 5/7 5/8 5/9 5/10 5/11 5/12 5/13 5/14
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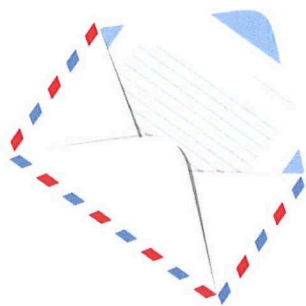
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03/14/2022

Date

[Signature]

Signature



COMMUNICATIONS



March 16, 2022 through
April 1, 2022



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

November 23, 2021

Michael Campos
112 Central Ave., Apt. 1
Waterbury, CT 06702

Dear Mr. Campos:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Maintainer I (Req. #2021822A) at \$15.54 per hour. Please contact Michal Konopka, School Inspector at (203) 574-8013 with any questions you may have in regards to this position.

We have scheduled your orientation for Monday, November 29, 2021 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor was November 26, 2021 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,


Cherrie L. Lamb
Senior Human Resources Generalist

CLL/sd

cc Board of Education
Dr. Ruffin, Supt of Schools
Michal Konopka, School Inspector
File

Carrie Swain

From: Tim Moynahan <tconstant@moynahanlawfirm.com>
Sent: Tuesday, November 30, 2021 1:18 PM
To: Tim Moynahan
Subject: A Terrible Role Model - and it is a true story we are now living!!
Attachments: Argentina.mp4

EXTERNAL MAIL- This email originated from outside the District. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

We are justifiably concerned, even alarmed, by the lessons being taught to our children in K-12 schools. Parents and many teachers have raised the alarm and are marshalling resources to fight back against the indoctrination proliferating in the name of Critical Race Theory in its obvious manifestations and its subtle but no less sinister guises.

Left unchecked and unrebutted a disaster will ensue that will eventually corrode the fundamentals of our democracy. I propose we confront our adversaries in our educational institutions not merely by dismantling CRT as the invidious ideology that it is but in acknowledging our current educational crises as a cardinal opportunity. Now is the moment to have an open conversation on the purpose of education for our children. It is too important a task to be left to educators alone, as similarly, in a criminal trial, justice is best served by the verdict of a jury of peers, a cross section on the community whose combined intelligence and life experiences is preferred to any panel of experts from a solitary discipline.

The curriculum in the schools in question are not identical but all of them are more crowded every year. Drug education, conflict resolution, bullying activities, health and community building and now the omnipresent and noxious CRT. It is no wonder that insufficient attention is given to the study of economics. How many students graduate from grade 12 knowing what Peronism is and how Bernie Saunders and the progressive left are the progeny of Peron? How many are aware of the abundant wealth that Argentina enjoyed that was chiseled away beginning in 1902 and in what manner of policies and programs? How many know how Peronism ravished the country's wealth and the independence of its cowed citizenry and, how many are equipped to draw parallels between Argentina then and our United States today.

Peron built a sprawling welfare state to purchase future voter loyalty. He nationalized industries and used central government to drive industrialization on the Hitler and Stalin model." Given his economic literacy we are not surprised that Pope Francis was influenced by Peron."

Economic instruction needs to start early to ensure that students are well prepared for their adult roles as consumers, producers, investors, US citizens and global citizen. We don't often think of it this way but a great grasp upon the principles of economics and the facts of economic history constitute our best defense against the idiocy of imitating Peron and repeating the failure of Argentina. It is the best preventative medicine to avoid succumbing to the siren song played by the corporate media and their servants in political office. This is our opportunity to change education for the highest of purposes, an informed electorate and we take the first step by weaponizing the economic truths by which we will be set free to "pursue happiness along the lines of an enlightened capitalism.



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

March 7, 2022

Tracie Ciccarelli
11 Bradley Ave.
Waterbury, CT 06708

Dear Ms. Ciccarelli:

Your name is being certified to the Department of Education for the position of Maintainer II @ Gilmartin Elementary School (Req. #2022527) at \$17.44 per hour.

Your official start date is March 10, 2022. Please call Michal Konopka, School Inspector to discuss the details of the position. The telephone number is (203) 574-8013.

Failure to call the above named individual by March 14, 2022 will result in your name being removed from the eligibility list.

Under the Civil Service Rules, your name will be removed from the eligibility list if you refuse this offer of appointment unless, within seven days from today, you furnish satisfactory evidence acceptable to me justifying such refusal. Please call the Civil Service Office at (203) 574-6761 if you are not interested in the position so that another candidate can be certified. If you have any questions, please do not hesitate to contact us.

Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.

Sincerely,


Nicholle West
Human Resources Generalist

NW/sd

cc: Board of Education
Dr. Ruffin, Supt. of Schools
Michal Konopka, School Inspector
file



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

March 7, 2022

Jeffrey Ganavage
64 Whitecroft Lane
Waterbury, CT 06705

Dear Mr. Ganavage:


Your name is being certified to the Department of Education for the position of Maintainer II @ Waterbury Arts Magnet School (Req. #2022140) at \$18.86 per hour.

Your official start date is March 10, 2022. Please call Michal Konopka, School Inspector to discuss the details of the position. The telephone number is (203) 574-8013.

Failure to call the above named individual by March 14, 2022 will result in your name being removed from the eligibility list.

Under the Civil Service Rules, your name will be removed from the eligibility list if you refuse this offer of appointment unless, within seven days from today, you furnish satisfactory evidence acceptable to me justifying such refusal. Please call the Civil Service Office at (203) 574-6761 if you are not interested in the position so that another candidate can be certified. If you have any questions, please do not hesitate to contact us.

Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.

Sincerely,

Nicholle West
Human Resources Generalist

NW/sd

cc: Board of Education
Dr. Ruffin, Supt. of Schools
Michal Konopka, School Inspector
file



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

March 7, 2022

John Santopietro
98 Center St.
Wolcott, CT 06716

Dear Mr. Santopietro:

Your name is being certified to the Department of Education for the position of Maintainer II @ Washington Elementary School (Req. #2021013) at \$18.12 per hour.

Your official start date is March 10, 2022. Please call Michal Konopka, School Inspector to discuss the details of the position. The telephone number is (203) 574-8013.

Failure to call the above named individual by March 14, 2022 will result in your name being removed from the eligibility list.

Under the Civil Service Rules, your name will be removed from the eligibility list if you refuse this offer of appointment unless, within seven days from today, you furnish satisfactory evidence acceptable to me justifying such refusal. Please call the Civil Service Office at (203) 574-6761 if you are not interested in the position so that another candidate can be certified. If you have any questions, please do not hesitate to contact us.

Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.

Sincerely,

Nicholle West
Human Resources Generalist

NW/sd

cc: Board of Education
Dr. Ruffin, Supt. of Schools
Michal Konopka, School Inspector
file



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

March 8, 2022

Laureen Monge
174 Montoe Rd.
Waterbury, CT 06704

Dear Ms. Monge:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Administrative Associate I @ Reed Elementary School (Req. #2022076) at \$15.06 per hour. Please contact Shernett Evans-Foster, Principal @ Reed Elementary School at (203) 574-8180 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, March 17, 2022 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be March 17, 2022 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West
Human Resources Generalist

NW/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
S. Evans-Foster, Princ @ Reed
File



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

March 8, 2022

Kelsee Warzecha
316 Fairlawn Ave.
Waterbury, CT 06705

Dear Ms. Warzecha:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education – School Business Office for the position of Administrative Associate II (Req. #2019086) at \$17.44 per hour. Please contact Doreen Biolo, Chief Fiscal Officer at (203) 574-8031 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, March 17, 2022 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be March 17, 2022 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Human Resources Generalist

NW/sd

cc Board of Education

Dr. Ruffin, Supt. of Schools

Doreen Biolo, Chief Fiscal Officer

File



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

March 8, 2022

Paula Caldarone
905 Oronoke Rd., #13
Waterbury, CT 06708

Dear Ms. Caldarone:

Your name is being certified to the Department of Education for the position of Teaching Vice-Principal @ Wallace Middle School (Req. #2021775B) (salary in accordance with the WTA contract).

Please contact Vincent Balsamo, Principal @ Wallace Middle School as to your start date.

Under the Civil Service Rules, your name will be removed from the eligibility list if you refuse this offer of appointment unless, within seven days from today, you furnish satisfactory evidence acceptable to me justifying such refusal. Please call the Civil Service Office at (203) 574-6761 if you are not interested in the position so that another candidate can be certified. If you have any questions, please do not hesitate to contact us.

Sincerely,

Nicholle West
Human Resources Generalist

NW/sd

cc: Board of Education
Dr. Ruffin, Supt of Schools
Vincent Balsamo, Principal @ Wallace Middle Sch
file



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

March 10, 2022

Lori Accetura
18 Windsor St.
Waterbury, CT 06708

Dear Ms. Accetura:

Your name is being certified to the Department of Education – Food Service for the position of Cook (Req #2022603) at \$17.75 per hour.

Your official start date is March 10, 2022.

Under the Civil Service Rules, your name will be removed from the eligibility list if you refuse this offer of appointment unless, within seven days from today, you furnish satisfactory evidence acceptable to me justifying such refusal. Please call the Civil Service Office at (203) 574-6761 if you are not interested in the position so that another candidate can be certified. If you have any questions, please do not hesitate to contact us.

Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.

Sincerely,

Nicholle West
Human Resources Generalist

NW/sd

cc: Board of Education
Dr. Ruffin, Supt. of Schools
Linda Franzese, Food Service Director
file



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

March 14, 2022

Dayonne Sears-Powell
95 Beverly Ave.
Waterbury, CT 06704

Dear Ms. Sears-Powell:

Your name is being certified to the Department of Education for the position of School Secretary @ Waterbury Career Academy (Req. #2022299) at \$16.70 per hour.

Your official start date was March 10, 2022.

Under the Civil Service Rules, your name will be removed from the eligibility list if you refuse this offer of appointment unless, within seven days from today, you furnish satisfactory evidence acceptable to me justifying such refusal. Please call the Civil Service Office at (203) 574-6761 if you are not interested in the position so that another candidate can be certified. If you have any questions, please do not hesitate to contact us.

Your new probationary period in accordance with your applicable contract will be 3 months in duration. The department head will be responsible for executing your probationary evaluation no later than 3 months from your first day in your new position.

Sincerely,

Nicholle West
Human Resources Generalist

NW/sd

cc: Board of Education
Dr. Ruffin, Supt. of Schools
Michael Harris, Principal @ WCA
file

Carrie Swain

From: Tim Moynahan <tconstant@moynahanlawfirm.com>
Sent: Tuesday, March 15, 2022 1:23 PM
To: Tim Moynahan
Subject: Wisconsin Teachers Instructed to Hide Students' Gender Identities from Parents | National Review

EXTERNAL MAIL- This email originated from outside the District. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Just when you thought it couldn't get any worse. "He alone who gains the youth, owns the future." Adolph Hitler on the purpose of the Hitler Youth.

Who trains the trainers? And when recruited into this secret society what are the trainees taught next, what other bonds of trust are torn, where do their loyalties lie, what creed of conduct do they espouse, and what becomes of the family unit. It is the ultimate Trojan Horse though more brazen, its purpose as clearly defined: snatch the minds of the young and their bodies will ultimately follow. This is how cults are formed. Its instructors are high priests, the children become their acolytes to live in their own homes as spies on their parents, fed and clothed, they are appropriated without expense.

<https://www.nationalreview.com/news/wisconsin-teachers-instructed-to-hide-students-gender-identities-from-parents/>

Timothy C. Moynahan, Esq.

The Moynahan Law Firm, LLC

255 Bank St., Suite 2-A

P.O. Box 2242

Waterbury, CT 06722

Phone: (203) 597-6364

Fax: (203) 597-6365

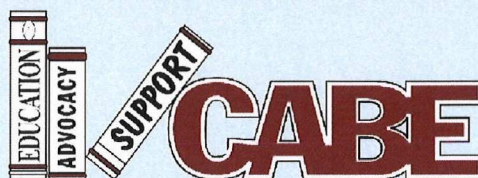
Email: tconstant@moynahanlawfirm.com

Website: www.moynahanlaw.com

CONFIDENTIALITY NOTICE: This e-mail transmission (and/or the attachments accompanying it) may contain confidential information, protected by the attorney-client and/or attorney work product privileges. The information is only for the use of the intended recipient. If you are not the intended recipient, you are hereby notified that any disclosure, copying or distribution of any information in this transmission is strictly prohibited. Any unauthorized interception of this transmission is illegal under the law. If you have received this transmission in error, please promptly notify the sender by reply e-mail, and then destroy all copies of this transmission. Thank you.

From: noreply@cabe.myenotice.com on behalf of CABA Policy Highlights 3-18-2022
<noreply@cabe.myenotice.com>
Sent: Friday, March 18, 2022 7:01 AM
To: Carrie Swain
Subject: CABA Policy Highlights 3-18-2022

EXTERNAL MAIL- This email originated from outside the District. Do not click on links or open attachments unless you recognize the sender and know the content is safe.



Policy Services

CABA Policy Highlights

Vincent A. Mustaro, Senior Staff Associate for Policy Service

March 18, 2022

Volume 21 Issue 17

For a PDF version of this Policy Highlights, [Click Here](#)

Teaching Controversial Content in the Classroom

District mission statements usually include language about preparing students to be conscientious citizens of the nation and world. The achievement of this goal involves teachers routinely asking students to discuss important but controversial topics. Such topics may include, but are not limited to, issues such as immigration policy, health care, the Second Amendment, taxation, religion, racism, climate change, evolution, drugs, and sexuality.

Since January 2021, 137 bills have been introduced in 35 states to limit what schools can teach with regard to race, American history, politics, sexual orientation and gender identity, according to researcher Jeffrey Sachs. In South Carolina, a proposed law prohibits teachers from discussing any topic that creates "discomfort, guilt or anguish" on the basis of political belief.

Teachers need to maintain a respectful environment in which all student voices can be heard. This may require teaching civil discourse and establishing discussion protocols. Further, educators must confront unexpected moments or conversations at times. Controversial issues cover a vast array of topics and are characterized by having a political, social, emotional, or personal dimension, layers of complexity, divergence of opinion and potential to be triggered by small local or major global events.

Generally speaking, an issue which tends to create polarized viewpoints may be considered controversial. Controversial topics usually center on values and beliefs often considered private rather than public. Therefore, those ideas which either confirm or question deeply held values will become controversial. They are usually items of social significance and have national and international implications. However, local concerns can also be equally significant and controversial.

Research indicates high-quality discussion of controversial issues develops growth in toleration for the viewpoints of others, interest in politics and knowledge about important issues. The open exchange of ideas is a hallmark of democratic classrooms. Moreover, students and their parents hold strong views on a range of subjects. These factors can result in a difficult situation for teachers.

Young people often seek opportunities to discuss issues. This needs to be done within a supportive structure where questions can be asked and views expressed. Such discussion can be used to explore values, enhance communication skills, build understanding and learn that life is complex, with no easy answers to some issues.

Teachers have a responsibility to create a classroom atmosphere in which reason and inquiry gain over ignorance and hyperbole. This requires guidelines that explain why they can entertain some arguments and not others. Teachers need to justify which topics can be discussed in the classroom and not be accused of being politically partisan or indoctrinating students.

The courts tend to uphold teacher and student rights to discuss controversial topics. The courts usually leave to the schools issues pertaining to the curriculum. However, the courts will intervene when necessary to protect the legal rights of parents and students. Curriculum-related lawsuits usually result from disputes over content. While courts usually defer to schools, a board's curricular discretion, either to require content or to censor it, is limited.

Policy Implications

School districts should implement policies which provide direction to staff about dealing with controversial issues. Students are motivated to learn and apply decision-making and problem-solving skills when discussing topics of importance to them. Research indicates that discussing controversial issues at all grade levels will counteract the apathy that has characterized persons of voting age. Approached correctly, the introduction of controversial issues can help students develop into citizens who will be more likely to deal intelligently and decisively with such issues.

Following is a listing of what schools are and are not permitted to do, based upon judicial decisions over time pertaining to controversial issues in the curriculum.

Schools may:

1. Require students to learn controversial content, even if such content may offend the ideological or religious sensibilities of some in the community.
2. Teach about religion.
3. Require values or character education. The fact that some secular values parallel religious tenets does not taint a program as establishing religion.
4. Hold or require activities based on cultural traditions or fantasy, as long as they do not border on religious ritual.
5. Teach about religious holidays.
6. Include religious music in a school music group's repertoire.
7. Restrict content based on legitimate pedagogical grounds. These include age appropriateness, professional acceptance, consistency with general educational objectives, or currency.
8. Require a teacher to teach content he/she finds objectionable.
9. Discipline a teacher for violating curricular guidelines or common sense propriety.

Schools may not:

1. Make arbitrary curriculum decisions without rational reasons. A decision must be rationally related to a legitimate governmental purpose.
2. Ban academic content solely because it's controversial or offensive to the religious or family values of some community members. Courts have held that students have certain legal rights to receive information, even if controversial.
3. Engage in religious instruction. Promoting or denigrating religion is unconstitutional.
4. Fail to address abuses of discretion by teachers.
5. Teach religion in the guise of other subjects.
6. Hold activities that border on religious practice.
7. Hold religious celebrations.

Districts should consider a policy which includes an "opt-out" procedure for students to be excused from certain classes or assignments. Such a policy is not required, but it can help ease controversies. Legally, an opt-out makes it more likely that a court will reject a challenge to an assignment.

The policies listed below relate to the information contained in this discussion of controversial issues.

Policy #1312 - "Public Complaints"

Policy #4118.21 - "Academic Freedom"

Policy #6144 - "Controversial Issues"

Policy #6144.1 - "Exemption from Instruction"

Policy #6144.3 - "Controversial Speakers"

Policy #6160 - "Educational Resources and Material"

Policy #6161 - "Equipment, Books and Materials"

Policy #6161.1 - "Evaluation/Selection of Instructional Materials"

Policy #6177 - "Use of Commercially Produced Video Recordings"

Connecticut Association of Boards of Education
81 Wolcott Hill Road
Wethersfield, Connecticut 06109
Phone 860-571-7446 Fax 860-571-7452
www.cabe.org

From: noreply@cabe.myenotice.com on behalf of CABA Policy Highlights <noreply@cabe.myenotice.com>
Sent: Friday, April 1, 2022 10:32 AM
To: Carrie Swain
Subject: CABA Policy Highlights 4-1-2022

EXTERNAL MAIL- Think before you Click. More than 90% of successful cyber attacks start with a phishing email. This email originated from outside the District.



CABA Policy Highlights

Vincent A. Mustaro, Senior Staff Associate for Policy Service

April 1, 2022

Volume 21 Issue 18

For a PDF version of this Policy Highlights, [Click Here](#)

Research Shows Impact of Principals on Student Achievement and Equity:

In an article appearing in *District Administration* Matt Zalaznick reviewed twenty years of educational research pertaining to principals and their impact on student learning.

Two decades of education research proves that principals impact student learning as much as teachers do, says a new report. Replacing a below-average elementary school principal with an above-average principal results in nearly three months of additional math and reading gains, according to "[How Principals Affect Students and Schools](#)" from youth equity nonprofit, The Wallace Foundation.

The report indicated that such a replacement in leadership is more effective than two-thirds of math interventions compiled and about half of reading interventions. These impacts match those of replacing a less effective teacher with a more effective teacher, said the study's authors, Jason A. Grissom of Vanderbilt University, Anna J. Egalite of North Carolina State University, and Constance A. Lindsay of University of North Carolina at Chapel Hill.

"Of course, this comparison of principal impacts to teacher impacts is not an 'apples-to-apples' one because principals' effects on students come largely through their effects on teachers, including how principals hire, retain, develop, and encourage teachers and create appropriate conditions for teaching and learning."

The authors of the report indicated that while a strong teacher is the most important in the success of students in a class of about 20, a strong principal has a much bigger role in the success of a typical elementary school of 480 students. "It is difficult to envision an investment with a higher ceiling on its potential return than a successful effort to improve principal leadership," the authors wrote.

The researchers identified "instruction, people and the organization" as three realms in which a leader's expertise is essential.

Schools succeed when a principal manifests these skills in the following ways:

- **Engaging in instructionally focused interactions with teachers:** Teacher evaluations, instructional coaching and the establishment of a data-driven instructional program should drive these relationships.
- **Building a productive school climate:** An effective school environment is one marked by trust, efficacy, teamwork, engagement with data, organizational learning and continuous improvement.
- **Facilitating productive collaboration and professional learning communities:** Student learning is enhanced when teachers work together authentically with systems of support to improve their practice.
- **Managing personnel and resources strategically.**

The research also indicated that principals, particularly principals of color, can have particularly positive impacts on students, teachers and staff members of color. Equity-focused principals lead differently, and can make schools more inclusive and instruction more culturally responsive according to the research. Cited is the belief that principals can instill equity by changing disciplinary

policies, working with teachers to implement culturally responsive teaching practices and by hiring greater numbers of teachers of color, among other actions.

The report noted, however, that "representation gaps" are growing between principals and students of color. "Effective principals are not equitably distributed across schools. If principals must develop an equity lens, we suggest that school districts develop one also," the authors wrote. "School districts undermine pursuit of equitable outcomes when they do not focus on hiring, placing, and retaining effective principals in schools that serve large numbers of historically minoritized students."

Source: "What 20 years of research says about the importance of principals," by Matt Zalaznick, *District Administration*, February 17, 2021.

Policy Implications: A number of policy topics relate to this issue. They include, but are not limited to, the following:

[#0523 ??? Equity and Diversity](#)

[#0521.1 ??? Anti-Racism/Confronting Racism in Schools](#)

[#2133 ??? Principals](#)

[#2133.1 ??? Qualifications/Duties of Principals](#)

[#4111.3 ??? District Minority Recruitment Plan](#)

[#4115 ??? Evaluation/Supervision](#)

[#4131 ??? Staff Development](#)

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