



MEMORANDUM

FROM: Carrie A. Swain, Clerk DATE: June 29, 2021
Board of Education
TO: Michael J. Dalton, City Clerk
SUBJECT: Notice of Workshop/Committee Meetings – Thursday,
July 1, 2021, 5:30 p.m., VIRTUAL MEETING via ZOOM

The Committees of the Board of Education will meet on Thursday, July 1, 2021, 5:30 p.m. In an effort to adhere to social distancing guidelines, this meeting will be held without normal in-person public access. However, the meeting will be broadcasted live on the City of Waterbury’s Government Access Channel (Comcast Channel 96, Frontier Channel 6096), streamed live at <https://youtu.be/AHyr4kbkqSo> or listened to via teleconference by calling 1-203-590-9756. For additional information regarding agenda items please visit www.waterbury.k12.ct.us/board and refer to the July 1, 2021 Meeting Agenda.

If you wish to address the Board during the public portion of the meeting please call 1-203-530-9756 between 5:00 and 5:15 p.m. and provide your name, address, and phone number. You will then need to participate via the above teleconference call information at 5:30 p.m. The Board President will call upon you to address the Board during the public speaking portion of the meeting.

AGENDA

SILENT PRAYER

PLEDGE ALLEGIANCE TO THE FLAG

PUBLIC SPEAKING (see above)

1. Committee of the Whole/10 minutes ~ Request approval of the revised 2021-2022 school year calendar and new calendars for school years 2022-23 and 2023-24 – Dr. Ruffin, W. Zhuta.
2. Committee of the Whole/5 minutes ~ Request approval of an Agreement with Cly-Del Manufacturing Company for Manufacturing Externship/Pre-Apprentice Program for Waterbury Career Academy students – M. Harris, D. Schwartz.
3. Committee of the Whole/5 minutes ~ Request approval of a Memorandum of Agreement with State Education Resource Center (SERC) for Alternative Schools Pilot Program.
4. Committee on Finance/5 minutes ~ Request approval of an Agreement with Dumouchel Paper Company of Connecticut, Inc. to provide green cleaning products – C. Harmon.
5. Committee on Finance/5 minutes ~ Request approval to apply for the 21st Century Community Learning Centers Grants for the following (**consensus needed**): - L. Allen Brown, N. Buckley, D. Schwartz.
 - a) Walsh & Driggs Schools (grades 3 – 5)
 - b) Chase School (grades 3 – 5) and Bucks Hill School (grades 1-3 tentatively)
 - c) Wallace Middle School (grades 6 – 8)

6. Committee on Finance/5 minutes ~ Request approval of a Professional Services Agreement with Empirical Resolution, Inc. (a/k/a Quill.org) for Online Grammar and Writing Program – M. Eckler, D. Schwartz.
7. Committee on Finance/5 minutes ~ Request approval of a Professional Services Agreement with PowerSchool Group, LLC for an online grading and data management system for secondary schools (grades 6-12) – M. Eckler, D. Schwartz.
8. Committee on Finance/5 minutes ~ Request approval of Amendment 2 to the Professional Services Agreement with Teaching Strategies, LLC for Early Childhood Pre-school Curriculum – M. Bergin, D. Schwartz.
9. Committee on Finance/5 minutes ~ Request approval of Amendment 2 to the Professional Services Agreement with Cormier Consulting, LLC for Teacher and Administrator Professional Development – M. Brown.
10. Committee on Finance/5 minutes ~ Request approval of an Agreement with AAA Nursing Services, LLC for nursing services – M. Pabon, E. Skoronski.
11. Committee on Finance/5 minutes ~ Request approval of a Professional Services Agreement with Pediatric Services of America d/b/a Aveanna Healthcare for nursing services – M. Pabon, E. Skoronski.
12. Committee on Finance/5 minutes ~ Request approval of a Connecticut Community Colleges College Facility Request/Reservation Agreement – M. Pabon, E. Skoronski.
13. Committee on Finance/5 minutes ~ Request approval of an Agreement with Greater Waterbury Young Men's Christian Association (YMCA) for Summer Day Camp Program at Camp Mataucha (ESSER II funded) – D. Biolo, D. Schwartz.
14. Committee on Finance/5 minutes ~ Request approval of an Agreement with Boys and Girls Club of Greater Waterbury, Inc for Summer Day Camp Program (ESSER II funded) – D. Biolo, D. Schwartz.
15. Committee on Finance/5 minutes ~ Request approval of a Professional Services Agreement with Catapult Learning, LLC to provide Waterbury Non-Public Schools (Title I) Tutoring Services – D. Biolo.
16. Committee on Finance/5 minutes ~ Request approval of a transfer in the 2020/2021 Fiscal Year budget – D. Biolo.
17. Superintendent's Update ~ Dr. Ruffin.
18. Committee on Building & School Facilities/3 minutes ~ Use of school facilities by school organizations and/or City departments – W. Zhuta.
19. Committee on Building & School Facilities/3 minutes ~ Use of school facilities by outside organizations and/or waiver requests – W. Zhuta
20. Superintendent's Notification to the Board/5 minutes:
 - a. Athletic appointments:
Piccolo, Carla – Assistant Volleyball Coach, WHS, effective 08/23/21.
 - b. Summer Elementary Reading & Language Arts Curriculum Committee appointments:

Chiucarello, Lindsay	Fengler, Kelly	Johnson, Koral
Kirchberger, Alison	Marques, Lauren	Meaney, Susan
Mulhern, Jacqueline	Rhinesmith, Wendy	Rock, Stefanie
Rodrigues, Nicole	Steffero, Melissa	

- c. Waterbury Math & Science Fellowship Committee appointments:
- | | | |
|----------------------|------------------|--------------------------|
| Della Calce, Anthony | Kumar, Usha | LaBarba, Louis |
| Munoz, Angela | Pedalino, Rachel | Pelosi, Emily |
| Purnawasi, Muniram | Seltzer, Mark | Stowe, Eileen |
| Trumbley, Lori Ann | Vostinak, Julie | Wainwright-Staton, Karen |

- d. Crosby High School Early College High School (ECHS) Summer Science and English appointments:
- | | |
|------------------------|--|
| Angela Munoz – Science | Nicholas Stefanie – Reading/English LA |
|------------------------|--|

- e. EAS High School, EAS Middle School, and EAS Elementary School Teacher & Support Staff appointments and corrections:

EAS High School Additional Hires:

Last Name	First Name	Assigned School	Proposed EAS HS Position
Demirs	Matthew	WAMS	Substitute Teacher
Ortiz	Alyson	WAMS	Science Teacher
Reyes	Maximina	WAMS	HS Secretary
Sawyers	Hillary	WAMS	Math Teacher
Stokes	Blair	WAMS	Science Teacher

EAS Middle School Additional Hires:

Last Name	First Name	Assigned School	Proposed EAS MS Position
Brown	Cara	NEMS	Math Teacher
Jackson	Margaret	NEMS	Interdisciplinary
Teulings	Catherine	NEMS	Interdisciplinary

EAS Elementary School Additional Hires:

Last Name	First Name	Assigned School	Proposed EAS Elem. Position
Atkinson	Jennifer	Carrington	Elem. Secretary
Bayouth	Betzaida	Reed/Carrington	ESL
Johnson	Dominque	Duggan	Elem. Secretary
Judkins	Jennifer	Duggan	Gr 1
Melendez	Doreen	Reed	Elem. Secretary
Robalino	Alexandra	Reed	Gr K

EAS Elementary School Corrections:

Last Name	First Name	Assigned School	Proposed EAS Elem. Position
Davino	Melissa	Duggan	Gr K
DeSanto	Christine	Duggan	Gr 3
Robinson	Debra	Gilmartin	Gr 2
Wells	Kelley	Duggan	Gr 3

- f. ESY Teacher and Support Staff appointments and corrections:

ESY Corrections:

Last Name	First Name	Current Position	Proposed ESY Position
Bleau	Lisa	Special Educ. Teacher	Wilby BDLC
DeFeo	Dawn	Special Educ. Teacher	Carrington/ Reed ESC
Grendzinski	Katie	Special Educ. Teacher	Carrington/Rotella/ Maloney/Gilmartin Inclusion
Hartley	Jessica	Special Educ. Teacher	NEMS Resource Room
Leclerc Rodriguez	Tracy	Special Educ. Teacher	NEMS/Wilby ESC
Miller	Alexandra	Special Educ. Teacher	Bucks Hill Pre K
Osterhout	Alexa	Special Educ. Teacher	Reed Inclusion

ESY Additional Hires:

Last Name	First Name	Current Position	Proposed ESY Position
Bessette	Amanda	Para Substitute Teacher	Duggan Inclusion
Cassidy	Lauren	Special Educ. Teacher	NEMS ABA
Delano	Teresa	Special Educ. Teacher	Wilby CBT
Langdon-Watton	Sheila	Interpreter/Assessor	Maloney Sign Lang. Interpreter
Stevens	Christina	Interpreter/Assessor	Maloney Sign Lang. Interpreter

ESY Non-Certified Hires:

Alvarez	Isory	Paraprofessional	
Correa	Marlene	Paraprofessional	
Samaha	Mary	Paraprofessional	

g. Voluntary Teacher Transfers effective 2021/22 school year:

Cruz	Maria	Hopeville Bilingual Gr 1	International Dual Language School Gr 1 Spanish
Garcia	Nilsa	Hopeville Bilingual Gr K	International Dual Language School Gr K Spanish
Rizzo	Lisa	Bucks Hill Reading Teacher	Wendell Literacy Facilitator
Sullivan	Mariannina	Washington Title I Literacy	Regan Literacy Facilitator
Martinez	Kristina	Sprague Gr 1	Bucks Hill Title I Literacy

h. Retirements:

Deer, Patricia – School Counselor, CHS, effective 06/30/21 (correction).

i. Resignations:

Milo, Maria – Elementary Vice Principal, Chase, effective 06/15/21.

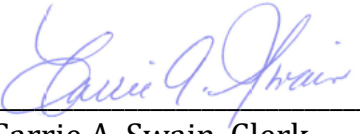
Zeskand, Vanessa – Literacy Title I, CHS, effective 06/16/21.

Galvin, Dina – Art, Chase, effective 06/16/21.

Paolino, Ellen – Elementary Principal, Walsh, effective 07/23/21.

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

Waterbury Public Schools

2021 ~ 2022 School Year Calendar

*****DRAFT*****

#1

July				
Mon	Tue	Wed	Thu	Fri
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

August				
Mon	Tue	Wed	Thu	Fri
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

16th - 18th - Administration Professional Learning

19th - 20th - New Teacher Orientation - 7hr.

23rd - Professional Development Day - 7hr.

24th - Professional Development Day - 7hr.

25th - Professional Development Day - 7hr.

30th - First Day of School

September				
Mon	Tue	Wed	Thu	Fri
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

1st - Early Dismissal / PD Day

6th - Labor Day - No School

7th - Rosh Hashanah - Jewish Holiday

8th & 29th - CN Early Dismissal / PD Day

15th - Open House Elem. 5-7pm - Early Dismissal

15th - Open House H.S. 5-7pm - Early Dismissal

15th - Early Dismissal - M.S. - Teacher Collab./PD

16th - Yom Kippur - Jewish Holiday

22nd - Open House M.S. 5-7pm - Early Dismissal

22nd - Early Dismissal - H.S. & Elem-Teacher Collab/PD

2 Days

21 Days

October				
Mon	Tue	Wed	Thu	Fri
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

1st - Professional Development - 7hr. - No School

6th - Early Dismissal / PD Day

11th - Columbus Day - No School

13th, 20th, 27th - CN Early Dismissal / PD Day

November				
Mon	Tue	Wed	Thu	Fri
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

1st - End of the 1st MP: HS/MS/Elem

2nd - Election Day - No School

3rd - Early Dismissal / PD Day

10th - Grade Submission Ends - 9AM

11th - Veterans Day - No School

18th - Distribute 1st MP Report Cards: HS/MS/Elem

23rd - Pre-K & Kindergarten - End of 1st MP

24th - Early Dismissal - Thanksgiving Recess

25th & 26th - Thanksgiving Recess - No School

10th & 17th - CN Early Dismissal / PD Day

18 Days

December				
Mon	Tue	Wed	Thu	Fri
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

1st - Early Dismissal / PD Day

6th - Pre-K & Kindergarten - Grade Submission Ends - 9AM

8th - Parent Conference Elem. 5-7pm - Early Dismissal

8th - Parent Conference H.S. 5-7pm - Early Dismissal

8th - Early Dismissal - M.S. - Teacher Collab. /PD

13th - Pre-K & Kindergarten-Distribute 1st MP Report Cards

15th - Parent Conference M.S. 5-7pm - Early Dismissal

15th - Early Dismissal - H.S. & Elem-Teacher Collab/PD

22nd - CN Early Dismissal / PD Day

24th - 31st - Winter Recess - No School

17 Days

January				
Mon	Tue	Wed	Thu	Fri
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

1st - New Year's Day

3rd - School Resumes

5th - Early Dismissal / PD Day

6th - Three Kings Day - No School

10th - 14th - Mid Term Exams - Early Dismissal HS Only

17th - Martin Luther King Jr. Day - No School

19th - End of the 2nd MP: HS/MS/Elem

27th - Grade Submission Ends - 9AM

12th, 19th, 26th - CN Early Dismissal / PD Day

19 Days

February				
Mon	Tue	Wed	Thu	Fri
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28				

2nd - Early Dismissal / PD Day

3rd - Distribute 2nd MP Report Cards

21st - Presidents Day (Observed) - No School

22nd - Lincoln's Day (Observed) - No School

12th, 19th, 26th - CN Early Dismissal / PD Day

18 Days

March				
Mon	Tue	Wed	Thu	Fri
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

2nd - Early Dismissal / PD Day

4th - Professional Development - 7hr. No School

7th - Pre K & Kindergarten - End of the 2nd MP

15th - Pre-K & Kindergarten - Grade Submission Ends - 9AM

22nd - Pre-K & Kindergarten - Distribute 2nd MP Report Cards

28th - End of the 3rd MP: HS/MS/Elem

9th, 16th, 23rd, 30th - CN Early Dismissal / PD Day

22 Days

April				
Mon	Tue	Wed	Thu	Fri
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

5th - Grade Submission Ends - 9AM

6th - Parent Conference Elem 5-7pm - Early Dismissal

6th - Parent Conference H.S. 5-7pm - Early Dismissal

6th - Early Dismissal - M.S. - Teacher Collab. /PD

12th - Distribute 3rd MP Report Cards

13th - Parent Conference M.S. 5-7pm - Early Dismissal

13th - Early Dismissal - H.S. & Elem-Teacher Collab/PD

15th - Good Friday - No School

May				
Mon	Tue	Wed	Thu	Fri
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

3rd - 14th - AP Exams

3rd - Eid al-Fitr Muslim Holiday

4th - Early Dismissal / PD Day

30th - Memorial Day - No School

11th, 18th, 25th - CN Early Dismissal / PD Day

June				
Mon	Tue	Wed	Thu	Fri
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

** Pre-K - 8th-Grades due 5 days before last day

** Pre-K - 8th-Distribute Report Cards on last day

** H.S. Grade submission ends on last day

Last Day of School shall be Early Dismissal

1st - Early Dismissal / PD Day

8th - CN Early Dismissal / PD Day

13th - Last Day of School - Depending on Weather

Waterbury Public Schools

2022 ~ 2023 School Year Calendar

*******DRAFT*******

July				
Mon	Tue	Wed	Thu	Fri
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

August				
Mon	Tue	Wed	Thu	Fri
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
20	21	24	25	26
29	30	31		

September				
Mon	Tue	Wed	Thu	Fri
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

17th - 19th - Administration Professional Learning

20th - 21st - New Teacher Orientation - 7hr.

23rd - Professional Development Day - 7hr.

24th - Professional Development Day - 7hr.

25th - Professional Development Day - 7hr.

29th - First Day of School

31st - CN Early Dismissal / PD Day

4th - Yom Kippur - Jewish Holiday

5th - Labor Day - No School

7th - Early Dismissal / PD Day

14th - Open House Elem. 5-7pm - Early Dismissal

14th - Open House H.S. 5-7pm - Early Dismissal

14th - Early Dismissal - M.S. - Teacher Collab./PD

21st - Open House M.S. 5-7pm - Early Dismissal

21st - Early Dismissal - H.S. & Elem-Teacher Collab/PD

25th - Rosh Hashanah - Jewish Holiday

28th - CN Early Dismissal / PD Day

3 Days

21 Days

October				
Mon	Tue	Wed	Thu	Fri
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

3rd - Professional Development - 7hr. - No School

10th - Columbus Day - No School

12th - Early Dismissal / PD Day

5th, 19th, 26th - CN Early Dismissal / PD Day

November				
Mon	Tue	Wed	Thu	Fri
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

2nd - Early Dismissal / PD Day

7th - End of the 1st MP: HS/MS/Elem

8th - Election Day - No School

11th - Veterans Day - No School

17th - Grade Submission Ends - 9AM

23rd - Distribute 1st MP Report Cards: HS/MS/Elem

23rd - Early Dismissal - Thanksgiving Recess

24th & 25th - Thanksgiving Recess - No School

9th, 16th, 30th - CN Early Dismissal / PD Day

18 Days

17 Days

January				
Mon	Tue	Wed	Thu	Fri
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

1st - New Year's Day

2nd - School Resumes

4th - Early Dismissal / PD Day

6th - Three Kings Day - No School

9th - 13th - Mid Term Exams - Early Dismissal HS Only

16th - Martin Luther King Jr. Day - No School

24th - End of the 2nd MP: HS/MS/Elem

11th, 18th, 25th - CN Early Dismissal / PD Day

February				
Mon	Tue	Wed	Thu	Fri
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28			

1st - Early Dismissal / PD Day

1st - Grade Submission Ends - 9AM

7th - Distribute 2nd MP Report Cards

20th - Presidents Day - No School

21st - Lincoln's Day (Observed) - No School

8th, 15th, 22nd - CN Early Dismissal / PD Day

18 Days

22 Days

April				
Mon	Tue	Wed	Thu	Fri
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

5th - Parent Conference Elem 5-7pm - Early Dismissal

5th - Parent Conference H.S. 5-7pm - Early Dismissal

5th - Early Dismissal - M.S. - Teacher Collab./PD

7th - Good Friday - No School

11th - Grade Submission Ends - 9AM

12th - Parent Conference M.S. 5-7pm - Early Dismissal

12th - Early Dismissal - H.S. & Elem-Teacher Collab/PD

14th - Distribute 3rd MP Report Cards

17th - 21st - Spring Recess - No School

26th - Early Dismissal / PD Day

May				
Mon	Tue	Wed	Thu	Fri
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

3rd - 14th - AP Exams

3rd - Eid al-Fitr Muslim Holiday

3rd - Early Dismissal / PD Day

29th - Memorial Day - No School

10th, 17th, 24th, 31st - CN Early Dismissal / PD Day

22 Days

7 Days

June				
Mon	Tue	Wed	Thu	Fri
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

** Pre-K - 8th-Grades due 5 days before last day

** Pre-K - 8th-Distribute Report Cards on last day

** H.S. Grade submission ends on last day

Last Day of School shall be Early Dismissal

7th - Early Dismissal / PD Day

9th - Last Day of School - Depending on Weather

Modified 6/11/2021

Waterbury Public Schools

2023 ~ 2024 School Year Calendar

*******DRAFT*******

July				
Mon	Tue	Wed	Thu	Fri
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

August				
Mon	Tue	Wed	Thu	Fri
	1	2	3	4
7	8	9	10	11
14	15	<u>16</u>	<u>17</u>	<u>18</u>
<u>21</u>	<u>22</u>	<u>23</u>	<u>24</u>	<u>25</u>
<u>28</u>	29	<u>30</u>	31	

September				
Mon	Tue	Wed	Thu	Fri
				1
<u>4</u>	5	<u>6</u>	7	8
11	12	<u>13</u>	14	15
18	19	<u>20</u>	21	22
25	26	<u>27</u>	28	29

16th - Administration Professional Learning
 17th - 18th - New Teacher Orientation - 7hr.
 21st - Professional Development Day - 7hr.
 22nd - Professional Development Day - 7hr.
 23rd - Professional Development Day - 7hr.
28th - First Day of School
 30th - CN Early Dismissal / PD Day

4th - Labor Day - No School
 6th - Early Dismissal / PD Day
 13th - Open House Elem. 5-7pm - Early Dismissal
 13th - Open House H.S. 5-7pm - Early Dismissal
 13th - Early Dismissal - M.S. - Teacher Collab./PD
 15th - Rosh Hashanah - Jewish Holiday
 20th - Open House M.S. 5-7pm - Early Dismissal
 20th - Early Dism. - H.S. & Elem-Teacher Collab/PD
 25th - Yom Kippur - Jewish Holiday
 27th - CN Early Dismissal / PD Day

4 Days

20 Days

October				
Mon	Tue	Wed	Thu	Fri
<u>2</u>	3	<u>4</u>	5	6
<u>9</u>	10	<u>11</u>	12	13
16	17	<u>18</u>	19	20
23	24	<u>25</u>	26	27
30	31			

November				
Mon	Tue	Wed	Thu	Fri
		<u>1</u>	2	3
<u>6</u>	7	<u>8</u>	9	<u>10</u>
13	14	<u>15</u>	<u>16</u>	17
20	21	<u>22</u>	<u>23</u>	<u>24</u>
27	28	<u>29</u>	30	

December				
Mon	Tue	Wed	Thu	Fri
				1
4	<u>5</u>	<u>6</u>	7	8
11	12	<u>13</u>	14	15
18	<u>19</u>	<u>20</u>	21	22
<u>25</u>	<u>26</u>	<u>27</u>	<u>28</u>	<u>29</u>

2nd - Professional Development - 7hr. - No School
 9th - Columbus Day - No School
 11th - Early Dismissal / PD Day
 4th, 18th, 25th - CN Early Dismissal / PD Day

1st - Early Dismissal / PD Day
 6th - End of the 1st MP: HS/MS/Elem
 8th - Election Day - No School
 10th - Veterans Day - No School
 15th - Grade Submission Ends - 9AM
 22nd - Distribute 1st MP Report Cards: HS/MS/Elem
 22nd - Early Dismissal - Thanksgiving Recess
 23rd & 24th - Thanksgiving Recess - No School
 15th, 29th - CN Early Dismissal / PD Day

5th - Pre-K & Kindergarten - End of 1st MP
 6th - Early Dismissal / PD Day
 6th - Parent Conference Elem. 5-7pm - Early Dismissal
 6th - Parent Conference H.S. 5-7pm - Early Dismissal
 6th - Early Dismissal - M.S. - Teacher Collab. /PD
 13th - Pre-K & Kindergarten - Grade Submission Ends - 9AM
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 19th - Pre-K & Kindergarten-Distribute 1st MP Report Cards

20 Days

18 Days

16 Days

January				
Mon	Tue	Wed	Thu	Fri
1	<u>2</u>	<u>3</u>	4	<u>5</u>
8	9	<u>10</u>	11	12
<u>15</u>	16	<u>17</u>	18	19
22	<u>23</u>	<u>24</u>	25	26
29	30	<u>31</u>		

February				
Mon	Tue	Wed	Thu	Fri
			1	2
5	6	<u>7</u>	8	9
<u>12</u>	13	<u>14</u>	15	16
<u>19</u>	20	<u>21</u>	22	23
26	27	<u>28</u>	29	

March				
Mon	Tue	Wed	Thu	Fri
				<u>1</u>
4	5	<u>6</u>	7	8
<u>11</u>	12	<u>13</u>	14	15
18	<u>19</u>	<u>20</u>	21	22
<u>25</u>	26	<u>27</u>	<u>28</u>	<u>29</u>

1st - New Year's Day
 2nd - School Resumes
 3rd - Early Dismissal / PD Day
 5th - Three Kings Day (Observed) - No School
 8th - 12th - Mid Term Exams - Early Dism. HS Only
 15th - Martin Luther King Jr. Day - No School
 23rd - End of the 2nd MP: HS/MS/Elem
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 10th, 17th, 24th, 31st - CN Early Dismissal / PD Day

6th - Distribute 2nd MP Report Cards
 7th - Early Dismissal / PD Day
 12th - Presidents Day - No School
 21st - Lincoln's Day (Observed) - No School
 14th, 21st, 28th - CN Early Dismissal / PD Day

1st - Professional Development - 7hr. No School
 6th - Early Dismissal / PD Day
 11th - Pre K & Kindergarten - End of the 2nd MP
 19th - Pre-K & Kindergarten - Grade Submission Ends - 9AM
 25th - Pre-K & Kindergarten - Distribute 2nd MP Report Cards
 28th - End of the 3rd MP: HS/MS/Elem
 29th - Good Friday - No School
 13th, 20th, 27th - CN Early Dismissal / PD Day

20 Days

19 Days

19 Days

April				
Mon	Tue	Wed	Thu	Fri
1	2	3	4	5
8	9	<u>10</u>	11	12
15	16	<u>17</u>	18	19
<u>22</u>	<u>23</u>	<u>24</u>	<u>25</u>	<u>26</u>
29	30			

May				
Mon	Tue	Wed	Thu	Fri
		<u>1</u>	2	3
6	7	<u>8</u>	9	10
13	14	<u>15</u>	16	17
20	21	<u>22</u>	23	24
<u>27</u>	28	<u>29</u>	30	31

June				
Mon	Tue	Wed	Thu	Fri
3	4	5	6	7
<u>10</u>	11	12	13	14
17	18	19	20	21
24	25	26	27	28

8th - Grade Submission Ends - 9AM
 10th - Parent Conference Elem 5-7pm - Early Dismissal
 10th - Parent Conference H.S. 5-7pm - Early Dismissal
 10th - Early Dismissal - M.S. - Teacher Collab. /PD
 11th - Distribute 3rd MP Report Cards
 17th - Parent Conference M.S. 5-7pm - Early Dismissal
 17th - Early Dism. - H.S. & Elem-Teacher Collab/PD
 22nd - 26th - Spring Recess - No School

1st - 10th - AP Exams
 1st - Early Dismissal / PD Day
 9th - Eid al-Fitr Muslim Holiday
 27th - Memorial Day - No School
 8th, 15th, 22nd, 29th - CN Early Dismissal / PD Day

** Pre-K - 8th-Grades due 5 days before last day
 ** Pre-K - 8th-Distribute Report Cards on last day
 ** H.S. Grade submission ends on last day
 Last Day of School shall be Early Dismissal
 10th - Last Day of School - Depending on Weather

17 Days

22 Days

6 Days

Full Day Professional Development Day
 Prepared by the Computer Technology Center

School Closed
 School Day

Early Dismissal Professional Development Day
 181 School Days

Commissioner's Network (CN Early Dismissal/PD Day- Wallace-West Side-North End-Wilby)

Modified 6/17/2021



***WATERBURY CAREER ACADEMY
HIGH SCHOOL***

175 Birch Street, Waterbury, Connecticut 06704

(203) 574-6000 FAX (203) 578-3929

Mrs. Jade L. Gopie – Principal

Mrs. Jennifer Franceskino, Assistant Principal

Mr. Michael Harris, Assistant Principal

June 22nd, 2021

Honorable Board of Aldermen
cc Board of Education
c/o Michael Dalton- City Clerk
235 Grand Street
Waterbury, CT 06702

Re: Agreement between Cly-Del Manufacturing Company and the City of Waterbury for a
Manufacturing Externship/ Pre-Apprentice Program

Dear Honorable Board Members:

Attached for your review and approval is an agreement between Cly-Del Manufacturing Company and the City of Waterbury for a Manufacturing Pre- Apprenticeship program. The term of the Agreement is for three years commencing on July 1, 2021 and terminating on June 30, 2024. There will be no cost to the City and Cly-Del has agreed to pay the participating students minimum wage or more.

The Agreement provides that the City will established a career pathway program in coordination with Cly-Del Manufacturing Company leading to a Connecticut career certificate in accordance with Connecticut General Statute § 10-20a -§10-20c for qualified students attending Waterbury Career Academy High School . The students will receive work based instruction and training in all aspects of the manufacturing industry including on-the-job training, supervision, student reviews and evaluations and relevant community service or field trips.

The Agreement did not require solicitation and was submitted to the Board of Education Workshop on June 24th, 2021 for approval by the Board of Education on July 15th, 2021.

Respectfully Submitted,

Michael Harris
Waterbury Career Academy High School

**Agreement
Between
The City Of Waterbury
And
Cly-Del Manufacturing Company
For
Waterbury Career Academy High School
Manufacturing Externship/ Pre-Apprentice Program**

This Agreement is made by and between the **City of Waterbury**, 235 Grand Street, Waterbury, CT, Department of Education, (the "City"), and **Cly-Del Manufacturing Company**, of 151 Sharon Road, Waterbury, CT ("Cly-Del").

WHEREAS, the City has established a training Program pursuant to Connecticut General Statute § 10-20a -§10-20c leading to a Connecticut career certificate ("Training Program") for qualified students ("Students"), attending Waterbury Career Academy High School for employment training and educational services.

WHEREAS, the City wishes to established a career pathway program in coordination with Cly-Del Manufacturing Company leading to a Connecticut career certificate in accordance with Connecticut General Statute § 10-20a -§10-20c for qualified students attending Waterbury Career Academy High School to provide work-based instruction.

WHEREAS, Cly-Del has the ability to provide said work-based instruction, on the job training, work experience, training related to pre-employment and employment skills to be mastered at different levels as well as the facilities, equipment, and trainers necessary to provide the practical experience and training of specific skills of a trade or craft.

WHEREAS, Cly-Del has agreed to provide said work-based instruction to qualified City of Waterbury Students.

NOW THEREFORE, it is agreed by and between the City and the Cly-Del that:

A. The Parties Agree that:

1. This Agreement shall be effective July 1, 2021 and shall continue through June 30, 2024.
2. City of Waterbury Students shall not be used to replace existing employees; reduce existing employees' hours, wages or benefits; or be employed in place of a laid off employee, subject to recall.
3. Waterbury Career Academy and/or Waterbury Public School Administration staff will have access to worksite records pertaining to this Agreement. This will include the student training program, payroll records and other related documents. Cly-Del shall provide access to the worksite to City staff for program monitoring.

4. All worksites shall comply with any and all applicable State or Federal Occupational Safety and Health Act (OSHA) standards, and all confidentiality or other laws applicable to this agreement.
5. The City and Cly-Del shall maintain and comply with non-discriminatory policies and practices of the City of Waterbury. The parties 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. Cly-Del agrees to comply with all Local, State and Federal laws, rules and regulations and Executive Orders pertaining to discrimination and equal opportunity requirements.
6. This Agreement shall be governed by the laws of the State of Connecticut.
7. All notices shall be in writing and delivered by hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Cly-Del: Tom Lavorgna
Cly-Del Manufacturing Company
151 Sharon Road
Waterbury, CT

City: Michael Harris, Assistant Principal
Waterbury Career Academy High School
175 Birch St.
Waterbury, Ct. 06704

B. Cly-Del Manufacturing will:

1. Comply with all State and Federal regulations, policies and directives, including but not limited to all applicable Federal and State wage and labor laws and regulations.
2. Pay each Student the minimum hourly wage set by the State of Connecticut or greater. Cly-Del shall maintain each Student's records of earning and deductions, such as income tax withholding, Social Security and Medicare deductions.
3. Comply with established payroll procedures and ensure that each Student is paid only for actual time worked.
4. Report any and all accident(s) involving students to the City within 24 hours of occurrence.
5. Notify the City regarding any problem or concern within 24 hours after being identified.
7. Maintain student evaluations on work performance and educational classes. Complete other program reports as requested by the City or State.
8. Immediately notify the City if the number of Student participants or activities included in this Agreement changes at any time during the program.
9. Maintain adequate and sufficient insurance coverages for all Student participants and other insurance as recommended by the City's Risk Manager or his designee. This shall include General Liability for bodily and property coverage and Workmen's Compensation

coverage. Cly-Del shall furnish to the City certificate(s) of insurance verifying the above coverages.

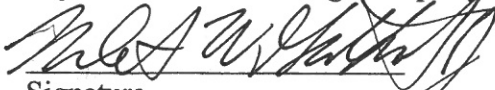
10. Train worksite supervisors and provide the supervisor(s) with appropriate written materials to enable them to supervise Student participants. Said material may include but may not be limited to: a copy of this Agreement, orientation handbook(s), requirements of program and other pertinent materials.
11. Complete the "Training Outline" form, attached hereto as Schedule A, and return to the City.
12. Cly-Del shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, or representatives and shall hold the City harmless and indemnify it..
13. Cly-Del shall have no obligation to provide said work based training, if it does not have a need for an apprentice at any time during this Agreement.
14. Cly-Del shall provide instruction pursuant to CGS§ 10-20a, to the extent practicable, in all aspects of the manufacturing industry related to the academic, technical and employable skills in the manufacturing industry relevant to its "career cluster" or other manufacturers sharing the same general employable skills. This includes on-the-job training, supervision, student reviews and evaluations and any relevant community service or field trips.
15. In the event Cly-Del comes into possession of the Educational Records of a City of Waterbury student during the performance of this agreement, then it shall hold said information in the strictest of confidence, and agrees to use information obtained from the City only for the purposes provided in this Agreement. Cly-Del has no authority to make disclosures of any information obtained in the course of performing this agreement without the prior written consent of the student's parent or guardian, as required by FERPA.

C. The City shall:

1. Appoint a City Coordinator to coordinate and monitor services under this agreement.
2. Provide information regarding dates of instruction, in accordance with the City school calendar and forecasts of Students being assigned to Cly-Del.
3. Authorize the City Coordinator to serve as liaison between the City and Cly-Del to achieve the objectives of the Training Program.
4. Ensure that all Students complete any required state Apprenticeship or Pre-Apprenticeship licensure and/or registration requirement forms and, upon request, provide a copy of the related license and/or registration documentation to the Cly-Del.

{ signature page to follow }

Cly-Del Manufacturing Company


Signature

Robert FARNHAM, OR pres.
Print Name/Title

9/22/2
Dated

City of Waterbury

Neil O'Leary, Mayor

Dated

SCHEDULE A
TRAINING OUTLINE

Name of the worksite: Cly-Del Manufacturing Company

Title of Work Based Project/ Worksite Manufacturing Externship Program

Address: 151 Sharon Rd. Waterbury, CT Phone: 203-574-2100

Name and Title of On-Site Supervisor: Tom Lavorgna

Phone: _____

Name and Title of Alternate Supervisor: _____

Phone: _____

Ratio of Participants to Supervisor: _____ to _____

Participant Job Title- Student Intern/ Pre-Apprentice **Number of Slots**- 7- 10

1. The Externship/Pre-Apprentice Training Program shall commence on July 1, 2021 and shall continue through June 30, 2024 for the following days and times.

<u>Day</u>	<u>Time</u>	<u>Hours of Work</u>
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		

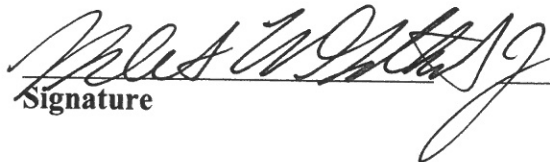
Consistent with the job identified above, provide the following information:

Identify the participant(s) principal activities and responsibilities, identify the tools and equipment to be used and identify the skills that will be learned.

If the participants will be working outdoors, identify the activities that will be scheduled for inclement weather.

Failure of the worksite to adhere to this agreement shall be cause for termination of the agreement at the discretion of the City. This agreement may be subject to federal funding availability.

As approved by Cly-Del Manufacturing Company:

	<i>pres.</i>	<i>9/27/21</i>
Signature	Title	Date

Agreed to by the City:

_____	_____	_____
Signature	Title	Date



CLY-MFG-01

OKAY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/27/2021

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 Valley Forge Captive Advisors 630 Freedom Business Center Drive Suite 203 King Of Prussia, PA 19406	CONTACT NAME: PHONE (A/C, No, Ext): (610) 458-3659 FAX (A/C, No): (484) 965-9627 E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B : Travelers Property Casualty Insurance Company</td> <td>36161</td> </tr> <tr> <td>INSURER C : Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich American Insurance Company	16535	INSURER B : Travelers Property Casualty Insurance Company	36161	INSURER C : Federal Insurance Company	20281	INSURER D :		INSURER E :		INSURER F :	
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INSURER C : Federal Insurance Company	20281														
INSURER D :															
INSURER E :															
INSURER F :															
INSURED Cly-Del Manufacturing 151 Sharon Rd Waterbury, CT 06721															

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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GLO9809116	3/1/2020	3/1/2021	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 300,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 10,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
EACH OCCURRENCE	\$ 1,000,000																				
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GENERAL AGGREGATE	\$ 2,000,000																				
PRODUCTS - COMP/OP AGG	\$ 2,000,000																				
	\$																				
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP9809117	3/1/2020	3/1/2021	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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BODILY INJURY (Per person)	\$																				
BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
	\$																				
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ZUP-51N10984-20-NF	3/1/2020	3/1/2021	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 15,000,000</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$ 15,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 15,000,000	AGGREGATE	\$ 15,000,000		\$								
EACH OCCURRENCE	\$ 15,000,000																				
AGGREGATE	\$ 15,000,000																				
	\$																				
A	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	WC9809115	3/1/2020	3/1/2021	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTH-ER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER		E.L. EACH ACCIDENT		\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000	E.L. DISEASE - POLICY LIMIT		\$ 1,000,000		
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E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000																			
E.L. DISEASE - POLICY LIMIT		\$ 1,000,000																			
C	Property			35828221	12/31/2020	12/31/2021	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Blanket Limit</td> <td style="text-align: right;">120,860,010</td> </tr> </table>	Blanket Limit	120,860,010												
Blanket Limit	120,860,010																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Waterbury Career Academy High School

City of Waterbury is included as additional insured but only when required by written contract and per policy terms and conditions.

CERTIFICATE HOLDER**CANCELLATION**

City of Waterbury
 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

Eric P. Hoto

Memorandum of Agreement

Between the State Education Resource Center
and
Waterbury Public Schools
Regarding Alternative Schools Pilot Project

WHEREAS, The State Education Resource Center (“SERC”) has committed to support alternative education sites through a pilot project (“the Project”) in partnership with the Connecticut State Department of Education (“CSDE”); and

WHEREAS Waterbury Public Schools has agreed to participate in the Project; and

WHEREAS, SERC has begun the data collection process related to the Project at Waterbury Public Schools; and

WHEREAS, SERC will provide funds in the form of a stipend in recognition of the time and resources required to support the implementation of a pilot; and

WHEREAS, the Project is facilitated by the State Education Resource Center;

NOW, THEREFORE, SERC and Waterbury Public Schools agree to the following stipulations in order to achieve their respective, related outcomes.

- 1) PARTIES:** The Parties to this Memorandum of Agreement (MOA) are SERC, a quasi-public agency located in Middletown, CT and Waterbury Public Schools, a public school district located in Waterbury, CT.
- 2) PURPOSE:** This MOA documents the conditions under which funds will be provided to Waterbury Public Schools by SERC expressly for completing, at Enlightenment School and State Street School, the work outlined in Section 3 of this MOA, Responsibilities, and in Schedule A, Data Collection Process, which is attached to this MOA and incorporated by reference.

3) RESPONSIBILITIES:

SERC will:

- a. Provide staffing and program support for the Project that is the subject of this MOA in particular with respect to the three phases of data collection.
 - i. Phase 1: Distribute School Survey via Google Form.
 - ii. Phase 2: Virtually facilitate analysis activity via JamBoard or other platform as the school requests.
 - iii. Phase 3: Virtually facilitate analysis of student clusters of need in order to determine programming supports.
- b. SERC will transfer to Waterbury Public Schools the stipend according to the schedule in Section 4 of this MOA upon completion of the three phases of data collection.

Waterbury Public Schools will:

- a. Ensure participation of Enlightenment School and State Street School in technical assistance visits in sufficient number to complete the three phases of data collection.
 - i. Phase 1: Submission of School Survey distributed via the Google Form.
 - ii. Phase 2: Virtually participate in the analysis activity via JamBoard or other platform as the school requests.
 - iii. Phase 3: Virtually participate in the analysis of student clusters of need in order to determine programming supports.
- b. Transfer stipend funds to Enlightenment School and State Street School without delay.

- 4) FUNDING:** SERC will issue a stipend in the amount of \$5,000 per school or program upon completion of the data collection process.
- a. The Maximum amount of reimbursement made under this MOA shall not exceed Ten Thousand Dollars and No/100 Cents (\$10,000.00).
 - b. SERC staff will confirm documentation of the completion of the data collection process related to this MOA.
 - c. Stipend funds are intended as a recognition of the time and resources required to support the implementation of a pilot.

5) TERM OF AGREEMENT: The term of this agreement shall be February 1, 2021 through June 30, 2021. This agreement takes effect upon signature by the authorized representative of each party.

6) CANCELLATION: This Agreement shall remain in full force and effect for the entire term of the Agreement unless cancelled by either SERC or Waterbury Public Schools with a fifteen (15) calendar day prior written notice.

7) INDEMNIFICATION AND WAIVER OF LIABILITY: SERC and Waterbury Public Schools agree to hold harmless and indemnify each other, including their respective officers, agents, employees, and independent contractors, for and against all losses and liabilities including any resulting expenses and costs, without limitation, under this MOA.

SERC and Waterbury Public Schools further agree that each entity, including their officers, agents, employees, and independent contractors, shall not be liable for any loss whatsoever arising from this MOA, and all claims therefore are hereby released, including its officers, agents, employees, and independent contractors, who may plead this release in bar thereof, in any suit, demand, and/or claim for same.

8) NOTICES: Both parties agree that the representatives of the parties listed below will be the first contacts regarding any questions and problems that may arise during implementation or operation of this MOA. Wherever under this MOA one party is required to give notice to the other, such notice shall be deemed delivered when transferred via email with a read receipt requested. Notices from either party to the other party shall be sent to the addressee at canady@ctserc.org for Ingrid M. Canady, SERC Executive Director or to jdavis@waterbury.k12.ct.us for Jaclyn Davis, District Climate and Attendance Coordinator, Waterbury Public Schools. Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided herein. Copies of correspondence related to any modification, amendment, extension, or termination of this MOA, or any other legal matter pertaining hereto, shall be furnished to the aforementioned individuals with additional copies to: Michelle Weaver, SERC General Counsel, weaver@ctserc.org.

9) AUTHORIZATION: By signing below, all parties represent that they are authorized to execute this MOA and are bound to all terms of the MOA, along with all related or affiliated institutions, individuals, employees, or contractors who may have access to data received pursuant to this MOA or who may own, lease, or control equipment or facilities of any kind where the data is stored, maintained, or used in any way. The parties have executed this MOA by their duly authorized representatives. By signing this MOA the parties signify that each understands and will comply with the conditions stated herein. The parties represent that they are free to enter into this MOA and that this engagement does not violate the terms of any agreement between either party and any third party.

10) APPLICABLE LAW: This MOA shall be governed by the laws of the State of Connecticut without regard to principles of conflicts of laws. SERC and Waterbury Public Schools shall at all times comply and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this MOA and which in any manner affect the work or its conduct.

11) MERGER: This MOA shall not be terminated by the merger or consolidation of SERC or Waterbury Public Schools into or with any other entity.

- 12) **ENTIRE UNDERSTANDING:** This MOA constitutes and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior and contemporaneous oral or written agreements between the parties. This document and any exhibit(s) referenced herein and attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect. The terms of this MOA may be modified only upon a written amendment agreement executed by all parties to this MOA.
- 13) **HEADINGS:** Section headings are parts of this MOA but are not intended to be a full and accurate description of the contents hereof.
- 14) **WAIVER:** The failure of either party to require performance by the other party of any provision of this MOA shall not affect the full right to require such performance at any subsequent time; nor shall the waiver by either party of a breach of any provision of this MOA be taken or held to be a waiver of the provision itself.
- 15) **ASSIGNMENT:** SERC shall not assign any of its rights under this MOA, or delegate the performance of any of its duties hereunder, without the prior written consent of Dr. Verna D. Ruffin, Superintendent, Waterbury Public Schools or designee.
- 16) **SEVERABILITY:** The provisions of this MOA are independent of one another, and the invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.
- 17) **UNENFORCEABILITY OF PROVISIONS:** If any provision of this MOA, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this MOA shall nevertheless remain in full force and effect.
- 18) **SUCCESSORS AND ASSIGNS:** All of the provisions of this MOA shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.
- 19) **ARBITRATION:** Any controversy, claim, or counterclaim arising out of the terms of this MOA or its interpretation between SERC and Waterbury Public Schools shall be resolved in Connecticut by binding arbitration under this Arbitration section and the then-current Commercial Rules and supervision of the American Arbitration Association (hereinafter "AAA"). The duty to arbitrate will extend to any employee, officer, agent, or affiliate of either party. The arbitration will be held in SERC's offices in Middletown, CT or in Middlesex County, CT. SERC and Waterbury Public Schools will agree upon and select one (1) arbitrator together. The arbitrator's award will be final and binding and may be entered in any court having jurisdiction. The arbitrator will not have the power to award punitive or exemplary damages, or any damages excluded by, or in excess of, any damage limitations expressed in the MOA.

Each party will bear its own attorney's fees and other costs (e.g., filing fees, internal costs, etc.) associated with the arbitration, except that fees assessed by the AAA for the services of the arbitrator will be divided equally by the parties. If court proceedings to stay litigation or compel arbitration are necessary, the party who unsuccessfully opposes such proceedings will pay all associated costs, expenses, and attorney's fees that are reasonably incurred by the other party. Issues of arbitrability will be determined in accordance and solely with the federal substantive and procedural laws relating to arbitration; in all other respects, the arbitrator will be obligated to apply and follow the substantive law of the state of Connecticut. In order to facilitate resolution of controversies or claims, the parties agree to keep negotiations, arbitrations, and settlement terms confidential.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned have executed this MOA as of the day and year first written above. The parties hereto agree that electronic signatures shall be as effective as if originals.

Please sign electronically, and return to SERC within seven (7) calendar days of receipt to the attention of Holly King, Contracts Manager, king@ctserc.org. A fully executed electronic copy will be provided to the parties.

Both parties have read, understand, and fully agree with all terms and execute this MOA as set forth below:

This Agreement is signed under penalty of false statement according to Connecticut General Statutes 53a-157b and 1-126.

Waterbury Public Schools

By: Dr. Verna D. Ruffin, Superintendent

Signature: _____

Date _____

City of Waterbury

By: Neil M. O'Leary, Mayor

Signature: _____

Date _____

The State Education Resource Center

By: _____

SERC's Agent

Signature: _____

Date _____

It is the policy of the State Education Resource Center (SERC) that no person shall be discriminated against or excluded from participation in any SERC programs and activities on the basis of race, color, religion, age, marital or civil union status, national origin, ancestry, sex/gender, intellectual disability, physical disability, political beliefs, or sexual orientation.

Appendix A – Data Collection Process

Alternative Schools Pilot Project February 1, 2021-June 30, 2021

In order to collect the necessary data and to build on each experience, the data collection will be conducted in three phases.

Phase 1:

- What data: Initial demographics and entrance criteria Phase 1 Collection submitted by Google Form

Phase 2:

- Phase 2 Data Collection via JamBoard
 - Do the Tier I interventions match the entrance criteria?
 - Do the Advanced Tiers interventions scale up from Tier I?

Phase 3:

- Student Clustering
 - Clusters to inform gaps in services at individual sites
 - Clusters to match student need to intervention
- Cluster Aggregates to inform statewide interventions

Memorandum

To: Board of Aldermen

From: Chris Harmon, School Inspector, School Inspector's Office BOE

Date: June, 2021

Re: **Board of Aldermen Approval Request / Executive Summary** - Contract for Green Cleaning Products between City of Waterbury and Dumouchel Paper Company of Connecticut, Inc

The School Inspector's Office respectfully requests your approval of the above-referenced contract in the amount of \$225,000 for Green Cleaning Products between the City of Waterbury and Dumouchel Paper Company of Connecticut, Inc.

This Contract is scheduled to be approved by the Board of Education on July 15, 2021.

This contract was initiated under the Request for Proposal process (RFP # 6836). There were six (6) bidders for this project with Dumouchel Paper Company of Connecticut, Inc being the lowest responsible bidder.

Under this contract, the contractor will provide green cleaning products for School Inspector's Office.

The Contract will commerce on the date of execution of this Contract by the Mayor and terminate on June 30, 2024. The funding source for this contract is General Fund.

Accordingly, attached for your review and consideration are the requisite number of copies 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 the City Clerk's Office.

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.

Chris Harmon
Attachment

cc: Board of Education
Attorney Angela Juliani, via email, w/o attachment.

AGREEMENT
for
Green Cleaning Products
RFP # 6836
between
The City of Waterbury, CT
and
Dumouchel Paper Company of
Connecticut, 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 Dumouchel Paper Company of Connecticut, Inc., located at 65 Benedict Street, Waterbury, Connecticut 06706 and having a mailing address of P.O. Box 1185, Waterbury, Connecticut 06706, a State of Connecticut duly registered domestic corporation (the "Vendor").

WHEREAS, the Vendor submitted a proposal to the City responding to Request for Proposal # 6836 by the City of Waterbury, Board of Education for Green Cleaning Products (RFP # 6836); and

WHEREAS, the City selected the Vendor to perform services regarding RFP # 6836; and

WHEREAS, the City desires to obtain the Vendor'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 Vendor shall furnish all of the labor, services, supplies, 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 Vendor 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 providing green cleaning products and services as set forth in RFP #6836 and in the Vendor's Response to RFP #6836 and as detailed and described in **Attachment A** hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Vendor 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 RFP No. 6836 consisting of 33 pages (attached hereto)
- 1.1.2** The City's Addendum #1 to RFP No. 6836, dated January 11, 2021, consisting of 1 page (attached hereto)
- 1.1.3** The City's Addendum #2 to RFP No. 6836, dated January 20, 2021, consisting of 3 pages (attached hereto)
- 1.1.4** Vendor's Revised Cost Proposal provided June 10, 2021 consisting of 1 pages (attached hereto).
- 1.1.5** Vendor's Response to RFP No. 6836 (excluding Price Proposal) consisting 16 pages, (attached hereto)
- 1.1.6** Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate (incorporated by reference)
- 1.1.7** Certificates of Insurance (incorporated by reference)
- 1.1.8** All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference)
- 1.1.9** All Required Licenses

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 Vendor. 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** RFP # 6836
- 1.2.2** Addendum #1 to RFP #6836
- 1.2.3** Addendum #2 to RFP #6836
- 1.2.4** Vendor's Revised Cost Proposal dated June 10, 2021
- 1.2.3** Vendor's Response to RFP # 6836 (excluding Price Proposal)

2. Vendor Representations Regarding Qualification and Accreditation. The Vendor represents that, to the extent required by law, its employees are licensed to perform the scope of work set forth in this Contract. The Vendor 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 Vendor 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 Vendor 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 Vendor hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that the Vendor and/or its employees be licensed, certified, registered, or otherwise qualified, the Vendor and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Vendor shall provide to the City a copy of the Vendor's licenses, certifications, registrations, etc.

- 3. Responsibilities of the Vendor.** All data, information, etc. given by the City to the Vendor and/or created by the Vendor shall be treated by the Vendor 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 Vendor 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 Vendor disclosure is required to comply with statute, regulation, or court order, the Vendor shall provide prior advance written notice to the City of the need for such disclosure. The Vendor agrees to properly implement the services required in the manner herein provided.

3.1. Use of City Property. To the extent the Vendor is required to be on City property to render its services hereunder, the Vendor shall have access to such areas of City property as the City and the Vendor agree are necessary for the performance of the Vendor's services under this Contract (the "Site" or the "Premises") and at such times as the City and the Vendor may mutually agree. Vendor 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. Vendor 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 Vendor, City may, but shall not be required to, correct same at Vendor'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 Vendor is required to be on City property to render its services hereunder, the Vendor 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 Vendor, unless written permission is obtained from the City to work during other times. This condition shall not excuse Vendor from timely performance under

the

Contract. The work schedule must be agreed upon by the City and the Vendor.

3.3. Cleaning Up. To the extent the Vendor is required to be on City property to render its services hereunder, the Vendor shall at all times keep the Premises free from accumulation of waste materials or rubbish caused by Vendor, 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 Vendor.

3.4. Publicity. Vendor 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 Vendor shall be that standard of care and skill ordinarily used by other members of the Vendor's profession practicing under the same or similar conditions at the same time and in the same locality. The Vendor's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

3.6. Vendor's Employees. The Vendor 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 Vendor 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 Vendor 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 Vendor to complete Due Diligence

prior to submission of its proposal shall be borne by the Vendor. Furthermore the Vendor 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 Vendor, 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 Vendor.

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 Vendor 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 Vendor 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 Vendor and/or delivered by the Vendor 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 Vendor's declaration as to whether the entirety of the Vendor'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 a duly authorized representative

of the Vendor.

NOTE: the Vendor'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 Vendor's written request, the City will provide the Vendor with all documents, data and other materials the City agrees are necessary and appropriate to the service to be performed by the Vendor 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 Vendor for the purpose of carrying out the services under this Contract.
5. **Contract Term.** The term shall commence on the date of the execution of this Contract by the Mayor and terminate on June 30, 2024. ("Contract Time").

5.1. Time is and shall be of the essence for all Project milestones, completion date for the Project. The Consultant 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 Consultant and City, that the Contract Time is reasonable for the completion of the Work. The Consultant shall be subject to City imposed fines and/or penalties in the event the Consultant breaches the foregoing dates.

6. **Compensation.** The City shall compensate the Vendor 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 the Vendor shall not exceed **TWO HUNDRED AND TWENTY FIVE THOUSAND (\$225, 000.00) DOLLARS and .00/100** for the entire term of this Contract and shall be in accordance with Vendor's cost proposal received on June 10, 2021.

6.2. **Limitation of Payment.** Compensation payable to the Vendor 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 Vendor'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. Vendor'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 Vendor 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 Vendor in an amount equaling the sum or sums of money the Vendor and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding the Vendor's and/or its affiliate's real

and personal tax obligations to the City.

6.3. Review of Work. The Vendor 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 Vendor 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 Vendor's demand for payment. The City shall not certify fees for payment to the Vendor until the City has determines that the Vendor has completed the work in accordance with the requirements of this Contract.

6.4. Proposal Costs. All costs of the Vendor in preparing its proposal for **RFP No. 6836** shall be solely borne by the Vendor and are not included in the compensation to be paid by the City to the Vendor under this Contract or any other Contract.

6.5. Payment for Services, Materials, Employees. The Vendor 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 Vendor 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 Vendor 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 Vendor, 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 Vendor has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but the Vendor 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 Vendor 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 Vendor for that item. Vendor 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 Vendor 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 the Vendor, its employees, any subcontractor or Vendor, 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 Vendor 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 Vendor or any employee of the Vendor, 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 Vendor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

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

8.4. The Vendor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Vendor, 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 Vendor 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 Vendor'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 Vendor 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 Vendor 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 Vendor 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 Vendor, or its subcontractor, omission or commission.

9. Vendor's Insurance.

9.1. The Vendor shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by the Vendor and such insurance has been approved by the City. The Vendor 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 Vendor 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 Vendor's obligation under this Contract, whether such obligations are the Vendor's or subcontractor or person or entity directly or indirectly employed by said Vendor or subcontractor, or by any person or entity for whose acts said Vendor 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 Vendor:

9.4.1 General Liability Insurance:

\$1,000,000.00 per occurrence,

\$2,000,000.00 aggregate

\$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**

Vendor shall comply with all State of Connecticut statutes as it relates to Workers' Compensation.

9.4.4 Excess/Umbrella Liability Insurance: Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances.

\$5,000,000.00 Each Occurrence and

\$5,000,000.00 Aggregate

9.4.5 Professional Liability Insurance:

\$1,000,000.00 each claim.

\$1,000,000.00 aggregate limit

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

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: The Vendor's General, Automobile and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and the Board of Education 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 Vendor'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 Vendor 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 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 Vendor 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 Vendor receipt, the Vendor shall deliver to the City a copy of the Vendor's insurance policies, endorsements, and riders.

10. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, the Vendor 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 Vendor 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 Vendor's work and services shall be secured in advance and paid by the Vendor. The Vendor 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 Vendor for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Vendor remains liable, however, for any applicable tax obligations it incurs.

Moreover, the Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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, the Vendor 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 Vendor 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, through any cause, in part or in full, not the fault of the Vendor, the Vendor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Vendor 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 Vendor 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 Vendor under this Contract shall, at the option of the City, become the City's property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

13.1.2 Notwithstanding the above, the Vendor 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 Vendor, and the City may withhold any payments to the Vendor for the purpose of setoff until such time as the exact amount of damages due the City from the Vendor 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 Vendor. If this Contract is terminated by the City as provided herein, the Vendor 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 Vendor covered by this Contract, less payments of compensation previously made.

13.3. Termination for Non-Appropriation or Lack of Funding. The Vendor 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 Vendor 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 Vendor.

13.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay the Vendor for the agreed to level of the products, services and functions to be provided by the Vendor 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 Vendor, 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 Vendor 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 Vendor 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 Vendor shall transfer all licenses to the City which the Vendor is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Vendor for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. The Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor may negotiate a mutually acceptable payment to the Vendor 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 Vendor. The Vendor may, by written notice to the City, terminate this Contract if the City materially breaches, provided that the Vendor 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 Vendor will be compensated by the City for work performed prior to such termination date and the Vendor 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 Vendor 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 Vendor 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 Vendor'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. Vendor 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, Vendor shall use its best efforts to meet the schedule set forth in Section 5 of this Contract.

16. Subcontracting. The Vendor shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Vendor's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Vendor 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 Vendor 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 Vendor shall be as fully responsible to the City for the acts and omissions of the Vendor'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 Vendor.

17. Assignability. The Vendor 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 Vendor 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 Vendor'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 Vendor 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 Vendor 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 Vendor, by someone under the care and/or control of the Vendor, by any subcontractor of the Vendor, or by any shipper or delivery service. The Vendor 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 Vendor 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 Vendor. The Vendor 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 Vendor 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 Vendor.

22. Independent Contractor Relationship. The relationship between the City and the Vendor is that of client and independent contractor. No agent, employee, or servant of the Vendor shall be deemed to be an employee, agent or servant of the City. The Vendor 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 Vendor hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Vendor 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 Vendor or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Vendor 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 Vendor 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 Vendor'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 Vendor, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Vendor'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 Vendor 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. **6836** and (ii) the Vendor's proposal responding to the aforementioned **RFP No. 6836**.

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 Vendor 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 Vendor 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 Vendor 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 Vendor, 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:

Vendor: The Dumouchel Paper Company
65 Benedict Street
Waterbury, CT 06706

City: City of Waterbury
Board Of Education
c/o _____
226 Grand Street
Waterbury, CT

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 Vendor 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 Vendor 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 Vendor 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 Vendor 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: <https://www.waterburyct.org/content/9569/9605/9613/15125.aspx> [click link titled "The City of Waterbury Code of Ordinances Revised 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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

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:

**THE DUMOUCHEL PAPER COMPANY
OF CONNECTICUT, INC.**

By: _____

Its _____

Date: _____

ATTACHMENT A

1. The City's solicitation documents, RFP No. 6836 consisting of 33 pages (attached hereto).
2. The City's Addendum #1 to RFP No. 6836 consisting of 1 page (attached hereto).
3. The City's Addendum #2 to RFP No. 6836 consisting of 3 pages (attached hereto).
2. Vendor's Revised Cost Proposal provided on June 10, 2021, consisting of 1 pages (attached hereto).
3. Vendor's Response to RFP No. 6836 (excluding Price Proposal) consisting of 16 pages attached hereto.
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 Required Licenses.

**CITY OF WATERBURY
EDUCATION DEPARTMENT**

**REQUEST FOR PROPOSAL (#6836)
BY
THE CITY OF WATERBURY BOARD OF EDUCATION
FOR
GREEN CLEANING PRODUCTS**

A. Background and Intent

The *Board of Education* of the City of Waterbury (the "City") is seeking Proposals for Green Cleaning Products (the "Project") with the intention of entering into a contract for the furnishing all labor, materials, tools and equipment necessary to execute and properly finish the Project, as detailed and described herein.

B. Qualifications

1. Eligible Proposers will be those individuals, businesses, and institutions that have the following qualifications:
 - a. Experience and expertise in regard to providing the types of, or similar services, as those set forth in the Scope of Services;
 - b. A proven track record in providing these types of or similar services in the Connecticut municipal market and understanding of standards and requirements typical for such services;
 - c. Adequate staff/employees to perform/complete the work in a timely manner;
 - d. Knowledge of, and compliant with, all applicable federal and State laws and regulations governing the services to be provided under this RFP;
 - e. At the time of contract award, has or will have sufficient capacity, facilities, equipment, labor, financial capability, and experience to provide all services required hereunder throughout the Contract Term, plus any extensions thereof, and to conduct all such services in a regulatory-compliant and reliable manner.

C. Scope of Services

Scope of Services shall be as per attached Technical Specifications (Attachment F) which are attached hereto and made part of this RFP and in accordance with the terms and conditions set forth herein.

D. Agreement Period

Successful Proposer agrees and covenants that the Contract Time shall commence upon delivery of the City's written notice to proceed, which shall occur after contract execution by both parties and terminate **on 06/30/2024**, unless the purchase order provides otherwise.

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.

**CITY OF WATERBURY
BOARD OF EDUCATION**

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 Documents) attached hereto and made part of this RFP.

3. **All questions and communications about this RFP and submission requirements must be directed to the City of Waterbury eProcurement website and must be received by 2:00 PM on January 18, 2021.** Prospective proposers must limit their contact regarding this RFP to Mr. McCaffery or such other person otherwise designated by Mr. McCaffery.

4. **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 eProcurement website by 2:00 PM on January 20, 2021.** 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 Director, Mr. McCaffery, at (203) 574-6748.

F. Management

Any award of work resulting from this RFP will be managed by the School Inspector's Office.

G. Conditions

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

- a. 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.
- b. 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.
- c. The timing and sequence of events resulting from this RFP will ultimately be determined by the City.
- d. The proposer agrees that the proposal will remain valid for a period of NINETY (90) days after the closing date for the submission and may be extended beyond that time by mutual agreement.
- e. 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.
- f. 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

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- personnel who do not perform adequately, regardless of whether they were previously approved by the City.
- g. 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.
 - h. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.
 - i. 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.
 - j. 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.1(e) 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(s) and scope of services of any contract or purchase order resulting from this RFP may be negotiated with responsible proposers.
 - k. 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.
 - l. 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.
 - m. 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.
 - n. Where this RFP results in a contract, the proposer must accept the City's standard agreement language. See Attachment B.
 - o. 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. Submittal Requirements & Required Format

Option #1: Uploading electronic documents per below instructions no later than **at 10:45 AM on January 25, 2021** (no Proposals received after that time shall be considered): Proposers must register online at the City of Waterbury's procurement portal ("ProcureWare website") in order to upload electronic documents and receive RFP notifications. You will not receive any notifications until your registration is complete with a valid e-mail address and selection of at least one City of Waterbury – Request for Proposal #6610 3-27-2020 rev Library Park RFP.doc category classification.

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All notifications and RFP documents will be posted on the ProcureWare website. Please register now. You can access the City of Waterbury's procurement portal at:
<https://waterburyct.procureware.com/register>

Option 2: One original (clearly identified as such) and three (3) 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 at 10:45 a.m. on January 25, 2021. No proposals received after that time shall be considered.

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

- a. The responsibility for submitting a Proposal to the Director of Purchasing on or before the above-stated time and date will be solely and strictly the responsibility of the Proposer. The City will in no way be responsible for delays caused by the United States mail delivery or caused by any other occurrence.
 - b. Proposals must set forth accurate and complete information for each of the items listed below, and must be bound, paginated, indexed and numbered consecutively. At the City's discretion, failure to do so could result in disqualification.
- 2. Each Proposal shall contain the following three (3) forms, fully completed, as follows:**
- a. **Non-Collusion Affidavit and Acknowledgment Affidavit (Attachment C).**
 - i. 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.
 - ii. Each Proposer shall be responsible for determining that it has received all Addenda issued and shall acknowledge receipt of all Addenda as required per Attachment C, which is attached hereto and made part of this RFP.
 - iii. Each Proposer shall complete the Non-Collusion Affidavit and Acknowledgment Affidavit (Attachment C) and include it as part of the proposal submission.
 - b. **Price Proposal (Attachment D).**
 - i. Proposal pricing shall inclusive of all costs associated with proving the products & services required under this RFP, including, but not limited to all personnel and non-personnel expenses, insurance costs and permitting costs.
 - ii. **The Price Proposal (Attachment D) shall be submitted as part of the proposal submission; however, it must be submitted in a separate envelope marked "Confidential: Price Proposal."**
 - iii. Note regarding Price Proposal: *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.*

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c. Contractor's Qualification Statement (Attachment E).

- i. Each Proposer shall complete the Contractor's Qualification Statement (Attachment E) and include it as part of the proposal submission.

3. Proposals may, at Proposer's discretion, contain the following:

- a. 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 RFP.
- b. Additional Data. Any additional information which the proposer wishes to bring to the attention of the City that is relevant to this RFP, including any services expected of the City.

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. Quality, completeness and responsiveness of Proposal.
- b. 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.
- c. Financial strength of Proposer.
- 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

- a. The City will 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

- a. 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.

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- b. **Nothing in this RFP shall require that the City accept the lowest Price Proposal (Attachment D).** Instead, the City reserves the right to base its decision solely, in its own judgment, on what it determines to be in the best interests of the City.

K. Federal, State and Local Employment Requirement- NOT APPLICABLE TO THIS RFP.

Proposers, if applicable, shall be obligated to fully comply with the 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.

L. State Set-Aside Requirements- NOT APPLICABLE TO THIS RFP.

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.

M. Insurance Requirements

With respect to performance of work under this RFP, the Successful Proposer shall not commence any work resulting from this RFP until all insurance required herein has been obtained by the Successful Proposer and such insurance has been approved by the City. The Successful Proposer 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.

At no additional cost to the City, the Successful Proposer 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 Successful Proposer's obligation resulting from this RFP, whether such obligations are the Successful Proposer's or subcontractor or person or entity directly or indirectly employed by said Successful Proposer or subcontractor, or by any person or entity for whose acts said Successful Proposer or subcontractor may be liable.

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 any contract or issuance of any

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purchase order resulting from this RFP 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.

General Liability:

\$1,000,000 each Occurrence
\$2,000,000 General Aggregate
\$2,000,000 Products/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.

Auto Liability:

\$1,000,000 Combined Single Limit Each Accident
Any Auto, All Owned and Hired Autos

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.

Workers Compensation: WC Statutory Limits:

Employers' Liability (EL):

\$500,000 EL Each Accident
\$500,000 EL Disease Each Employee
\$500,000 EL Disease Policy Limit

Successful Proposer shall comply with all State of Connecticut statutes as it relates to workers' compensation.

Excess/Umbrella Liability Insurance:

\$5,000,000 each Occurrence
\$5,000,000 Aggregate

Builder's Risk/Installation Floater Insurance: **\$1,000,000 each Occurrence OR Limits equaling
The Value of the Project**

Contractors Pollution Liability Insurance: **\$1,000,000 each Occurrence/Claim
\$1,000,000 Aggregate**

There will be no exclusion for Hazardous materials, including Asbestos and

Lead

Wording for Additional Insured Endorsement and Waiver of Subrogation:

The City Waterbury 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.

Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances.

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

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

Certificates of Insurance: The Successful Proposer's General, Automobile, and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City as an additional insured and include a waiver of subrogation on all lines of coverage. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Successful Proposer'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. Prior to the issuance of a Purchase Order and/or execution of a Contract by the City, the Successful Proposer 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 is listed as additional insured on a primary and non-contributory basis on all lines of coverage except Workers' Compensation. All policies shall include a Waiver of Subrogation"**. The City's RFP Number must be shown on the certificate of insurance to assure correct filing. The Successful Proposer must supply replacement/renewal certificates at least 30 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 than thirty (30) calendar days has been mailed to the Public Works Department and a copy to the City's Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

N. City of Waterbury Contract Form/RFP Documents

- a. All references in this RFP and/or in the attached City of Waterbury Contract form (Attachment B) to "Invitation to Bid," "ITB" or words/terms of similar import shall, for the purposes of this solicitation, mean "Request for Proposal" and/or "RFP" as the context so requires. Additionally, all references therein to "Bid" shall mean "Proposal" as the context so requires.
- b. All references in this RFP and/or in the attached City of Waterbury Contract form (Attachment B) to "Contractor", Vendor" and/or "Consultant" shall mean "Proposer" or "Successful Proposer" as the context so requires.
- c. All references in this RFP and/or in the attached City of Waterbury Contract form (Attachment B) to "Bid" or "Bid Form" shall mean "Price Proposal" as the context so requires.

END OF SECTION

**CITY OF WATERBURY
EDUCATION DEPARTMENT**

**RFP #6836
ATTACHMENT A
Contract Compliance Documents**

**CITY OF WATERBURY
BOARD OF EDUCATION**

**RFP #6836
ATTACHMENT C**

Non-collusion and Acknowledgement Affidavit of the Proposer

(Must be submitted as part of Proposal)

**KEVIN MCCAFFERY
DIRECTOR OF PURCHASING
235 GRAND STREET
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 ("RFP"); that Proposer has informed itself fully in regard to all conditions pertaining to the subject matter of this Request for Proposal; and that with this representation, the undersigned makes this Proposal.

If applicable to this RFP, the undersigned: a) 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 and b) any Work resulting from this RFP shall be performed at the Proposal Prices as described in the Proposal Documents and except where expressly provided for otherwise in the RFP, these prices shall cover all expenses incurred in connection with any obligations resulting for this RFP and/or in performing the Work required under any Award, Purchase Order and/or Contract resulting from this RFP, of which this Proposal and Form are a part.

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

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

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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
or Federal Identification Number

Signature of Individual or Corporate Name

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.

END OF ATTACHMENT C

**CITY OF WATERBURY
BOARD OF EDUCATION**

**RFP #6836
ATTACHMENT D
Price Proposal**

**(Must be submitted as part of Proposal in a separate sealed envelope, marked
"Confidential: Price Proposal.")**

Date: _____

Kevin McCaffery
Director of Purchasing
City of Waterbury
235 Grand Street
Waterbury, CT 06702

Sir:

Pursuant to and in compliance with your RFP, the Undersigned,

(Print or Type Company/Corporate Name)

(Print or Type Business Address)

having carefully examined all the RFP Documents, together with all Addenda, as acknowledged on Attachment C, and having informed itself fully in regard to all conditions and related requirements pertaining to the performance of services required under this RFP; and that with this representation, the undersigned makes this Proposal, as follows:

[Proposal continued on following page(s)]

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The Bid Prices quoted on the Bid Form shall be all inclusive of any and all costs associated with the provision of the specified services by the Lowest Responsible Bidder.

QTY	PRODUCT	Dilution Ratio	Gallons	Price per ready to use gal – Year 1	Price per ready to use gal – Year 2	Price per ready to use gal – Year 3
	Enviro-solutions or similar					
200	Hydrogen peroxide multi-purpose cleaner					
300	Neutral floor cleaner					
405	Neutral disinfectant cleaner					
	GRAND TOTAL					

QTY	PRODUCT	Price/Each	Total – Year 1	Total – Year 2	Total – Year 3
150	Spray bottles labeled SDS hydrogen peroxide multipurpose cleaner				
150	Spray bottles labeled SDS neutral disinfectant cleaner				
700	5 Gal Green Floor stripper (5 gal pails)				
350	5 Gal Green Floor Finish Zink Free (5 gal pails)				
	GRAND TOTAL				

QTY	PRODUCT	Price/Each
150	Installed dispensers for green cleaning chemical in 32 schools (Installation to be included in the price)	
	GRAND TOTAL	

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**RFP #6836
ATTACHMENT E
Contractor Qualification Statement**

(Must be submitted as part of Proposal)

The undersigned certifies under oath the truth and correctness of statements and all answers to questions made hereinafter.

SUBMITTED TO: DEPARTMENT OF PURCHASING, CITY OF WATERBURY

SUBMITTED BY:

NAME: _____

BUSINESS NAME: _____ () Corporation

() Partnership

OFFICE ADDRESS: _____ () Individual

() Joint Venture

() Other _____

PRINCIPAL OFFICE: _____

BUSINESS TELEPHONE NUMBER: _____

BUSINESS FAX NUMBER: _____

BUSINESS EMAIL ADDRESS: _____

(NOTE: Attach separate sheets as required)

1. How many years has your organization been in business?

2. How many years has your organization been in business under its present business name?

3. If a Corporation OR LLC, answer the following:

Date of Incorporation: _____

State of Incorporation: _____

President/Member: _____

Vice Presidents/Members: _____

Secretary/Member: _____

Treasurer/Member: _____

**CITY OF WATERBURY
BOARD OF EDUCATION**

4. If a Partnership, Individual, Joint Venture or other, answer the following:

Date of Incorporation: _____

State of Operation: _____

Officers and Titles:

5. List contracts on hand (other than existing contracts with the City of Waterbury). Schedule these, showing amount of each contract and the appropriate anticipated dates of completion/expiration:

NOTE: The City may contact one or more of the organization associated with the above-listed contracts as part of assessing the experience, expertise and capabilities of the Proposer.

**CITY OF WATERBURY
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6. Have you or your company ever failed to complete any work awarded to you, or have you ever defaulted on a contract?

If YES, please explain circumstance(s):

7. Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest with providing services to the City.

8. List your major equipment available for this contract.

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9. Contractor's chain of command and off-hours telephone numbers, cellular and otherwise, to be used for the Project:

(Title) (Name / Telephone Number)

(Title) (Name / Telephone Number)

(Title) (Name / Telephone Number)

The undersigned certifies under oath to the truth and correctness of statements and all answers to questions made herein.

10. Dated at _____ this _____ day of _____, 20____

Name of Contractor:

By:

(Print and sign name of duly authorized principal)

Title:

END OF ATTACHMENT E

**CITY OF WATERBURY
BOARD OF EDUCATION**

**RFP #6836
ATTACHMENT F
Scope of Services**

GENERAL DESCRIPTION

Technical Specifications

- All the green cleaning products have to be Enviro-Solution or equivalent.
- They have to be Green Seal or Eco Logo certified.
- Bid Winner must furnish, install and maintain their chemical dispensers at all school buildings in the district.
- Bid winner must provide on-going training for custodial staff on the use of environmentally preferable cleaning products (EPP).
- Bid winner must provide the district with Material Safety Data Sheets (MSDSs) for EPPs.
- Bid winner must comply with CT School Green Cleaning Products Law- CT PUBLIC ACT 09-81
- Prices to include shipping and handling.
- Just-in-time delivery.

**CITY OF WATERBURY
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ATTACHMENT C

KEVIN MCCAFFERY
DIRECTOR OF PURCHASING
235 GRAND STREET
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
or Federal Identification Number

Signature of Individual or Corporate Name

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.

LIMITED LIABILITY COMPANY RESOLUTION

I, _____, hereby certify that I am the duly authorized and acting Member / Manager (circle one) of _____, a limited liability company 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 LLC.

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

“It is hereby resolved that _____ 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 _____, LLC this _____ day of _____, 201__.

Manager/Member

**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 _____ 201__.

(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

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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 _____ 201__.

(Notary Public)
My Commission Expires: _____

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 _____, 201__.

Secretary

**COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CONTRACT COMPLIANCE REGULATIONS
NOTIFICATION TO BIDDERS**

(Revised 09/3/15)

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to "aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials." "Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: "(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n." "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . ." An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder's qualifications under the contract compliance requirements:

- (a) the bidder's success in implementing an affirmative action plan;
- (b) the bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder's promise to develop and implement a successful affirmative action plan;
- (d) the bidder's submission of employment statistics contained in the "Employment Information Form", indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder's promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

INSTRUCTIONS AND OTHER INFORMATION

The following BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder's good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) Definition of Small Contractor

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.

2) Description of Job Categories (as used in Part IV Bidder Employment Information) (Page 2)

MANAGEMENT: Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

BUSINESS AND FINANCIAL OPERATIONS: These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

MARKETING AND SALES: Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.

LEGAL OCCUPATIONS: In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.

COMPUTER SPECIALISTS: Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists

ARCHITECTURE AND ENGINEERING: Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

OFFICE AND ADMINISTRATIVE SUPPORT: All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).

BUILDING AND GROUNDS CLEANING AND MAINTENANCE: This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

CONSTRUCTION AND EXTRACTION: This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category..

INSTALLATION, MAINTENANCE AND REPAIR: Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

MATERIAL MOVING WORKERS: The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

PRODUCTION WORKERS: The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.

3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information) (Page 3)

<p><u>White</u> (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</p> <p><u>Black</u>(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.</p> <p><u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</p>	<p><u>Asian or Pacific Islander</u>- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.</p> <p><u>American Indian or Alaskan Native</u>- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.</p>
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BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - Bidder Information

Company Name Street Address City & State Chief Executive	Bidder Federal Employer Identification Number _____ Or Social Security Number _____
Major Business Activity (brief description)	Bidder Identification (response optional/definitions on page 1) -Bidder is a small contractor. Yes ___ No ___ -Bidder is a minority business enterprise Yes ___ No ___ (If yes, check ownership category) Black ___ Hispanic ___ Asian American ___ American Indian/Alaskan Native ___ Iberian Peninsula ___ Individual(s) with a Physical Disability ___ Female ___
Bidder Parent Company (If any)	- Bidder is certified as above by State of CT Yes ___ No ___
Other Locations in Ct. (If any)	

PART II - Bidder Nondiscrimination Policies and Procedures

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes ___ No ___	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes ___ No ___
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes ___ No ___	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes ___ No ___
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity policy? Yes ___ No ___	9. Does your company have a mandatory retirement age for all employees? Yes ___ No ___
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes ___ No ___	10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes ___ No ___ NA ___
5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes ___ No ___	11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes ___ No ___ NA ___
6. Does your company have a collective bargaining agreement with workers? Yes ___ No ___ 6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes ___ No ___ 6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes ___ No ___	12. Does your company have a written affirmative action Plan? Yes ___ No ___ If no, please explain. 13. Is there a person in your company who is responsible for equal employment opportunity? Yes ___ No ___ If yes, give name and phone number. _____

1. Will the work of this contract include subcontractors or suppliers? Yes__ No__

1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above?

Yes__ No__

PART IV - Bidder Employment Information

Date:

JOB CATEGORY *	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	male	female
Management											
Business & Financial Ops											
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation , Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)

PART V - Bidder Hiring and Recruitment Practices

(Page 5)

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification (X)		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination
SOURCE	YES	NO	% of applicants provided by source			
State Employment Service					Work Experience	
Private Employment Agencies					Ability to Speak or Write English	
Schools and Colleges					Written Tests	
Newspaper Advertisement					High School Diploma	
Walk Ins					College Degree	
Present Employees					Union Membership	
Labor Organizations					Personal Recommendation	
Minority/Community Organizations					Height or Weight	
Others (please identify)					Car Ownership	
					Arrest Record	
					Wage Garnishments	

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature)	(Title)	(Date Signed)	(Telephone)
-------------	---------	---------------	-------------

**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: _____

KEVIN McCaffery
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

ADDENDUM #1

January 11, 2021

Bid #: 6836

Project Title: Department of Education Green Cleaning Products

Please refer to the question and answer below.

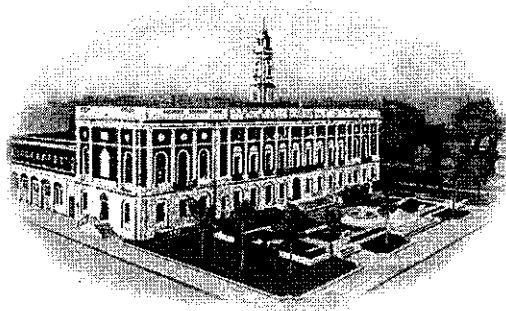
1. Question: Would it be possible to re-post the documents for this RFP that includes product specification/price sheet so it prints on a full page. The current file that is posted is only printing on half of an 8.5x11" sheet of paper.

Answer: Please find the rescanned RFP document under the Documents tab in ProcureWare.

Thank you.

Amy Lopez
Assistant Director of Purchasing, City of Waterbury

KEVIN McCAFFERY
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

ADDENDUM #2

January 20, 2021

Bid #: 6836

Project Title: Department of Education Green Cleaning Products

Please refer to the question and answer below.

Question #1: Could you provide the previous bid award results? Could you also provide an estimated quantity for the Enviro-Solutions or similar product?

Answer: The products have to be Enviro-Solution or similar. The "Enviro-Solutions or similar" is not a product itself, it is just a characteristic of the products we are looking for.

Question #2: Can I please get the previous years award tabulation for this bid?

Answer: Please see attached.

Question #3: Who holds the current contract? Can we have a tabulation sheet from the last bid?

Answer: The current contract is held by Dumouchel. Please find the bid tabulation attached.

Thank you.

Amy Lopez
Assistant Director of Purchasing, City of Waterbury

Bid Results Bid#6401 Green Cleaning Products

Item Description	Quantity
Hydrogen peroxide multi-purpose cleaner	200 gal
Neutral floor cleaner	300 gal
Neutral disinfectant cleaner	405 gal
Grand Total (includes shipping & handling)	
Spray bottles labeled SDS hydrogen peroxide multipurpose cleaner	130 ea
Spray bottles labeled SDS neutral disinfectant cleaner	130 ea
3 Gal Green floor squeegee (5 gal pails)	350 ea
5 Gal Green floor finish zinc free (5 gal pails)	700 ea
Grand Total (includes shipping & handling)	

United States USA Corp						
Unit of Measure	Unit Cost Concentrated	Concentrated		Concentrated		Concentrated
		Unit Cost Per Quart Mixed	Year 1	Unit Cost Per Quart Mixed	Year 2	Unit Cost Per Quart Mixed
1 gal	\$ 13.000	\$ 0.253	\$ 0.283	\$ 0.300		
1 gal	\$ 5.300	\$ 0.107	\$ 0.118	\$ 0.129		
1 gal	\$ 7.600	\$ 0.257	\$ 0.282	\$ 0.310		
	Unit Cost	Total - Year 1	Total - Year 2	Total - Year 3		
	Year 1 - \$1.45					
	Year 2 - \$1.60	\$ 188,500	\$ 208,000	\$ 221,000		
	Year 3 - \$1.70					
	Year 1 - \$1.45					
	Year 2 - \$1.60	\$ 188,500	\$ 208,000	\$ 221,000		
	Year 3 - \$1.70					
	Year 1 - \$39.00					
	Year 2 - \$40.00	\$ 13,650,000	\$ 14,000,000	\$ 14,350,000		
	Year 3 - \$41.00					
	Year 1 - \$55.00					
	Year 2 - \$55.00	\$ 40,600,000	\$ 41,300,000	\$ 42,000,000		
	Year 3 - \$60.00					
		\$ 54,627,000	\$ 55,2716,000	\$ 56,792,000		

*American Cleaning Solutions

Albion Supply Co. Inc.						
Unit of Measure	Unit Cost Concentrated	Concentrated Unit Cost Per Quart Mixed		Concentrated Unit Cost Per Quart Mixed		Concentrated Unit Cost Per Quart Mixed
		Year 1	Year 2	Year 2	Year 3	
1.25 L	\$ 20.290	\$ 0.060	\$ 0.060	\$ 0.070		
1.25 L	\$ 23.190	\$ 0.140	\$ 0.150	\$ 0.160		
1.25 L	\$ 17.980	\$ 0.050	\$ 0.050	\$ 0.060		
	Unit Cost	Total - Year 1	Total - Year 2	Total - Year 2	Total - Year 3	
w/ingest	\$ 2.56	\$ 332.80	\$ 332.80	\$ 332.80		
w/ingest	\$ 2.56	\$ 332.80	\$ 332.80	\$ 332.80		
	\$ 78.39	\$ 27,436.50	\$ 27,436.50	\$ 27,436.50		
	\$ 65.65	\$ 45,955.00	\$ 45,955.00	\$ 45,955.00		
**Bucket	\$ 74.057/10	\$ 74.057/10	\$ 74.057/10	\$ 74.057/10		

Item Description	Quantity
Hydrogen peroxide multi-purpose cleaner	200 gal
Neutral floor cleaner	300 gal
Neutral disinfectant cleaner	405 gal
Grand Total (includes shipping & handling)	
Spray bottles labeled SDS hydrogen peroxide multipurpose cleaner	130 ea
Spray bottles labeled SDS neutral disinfectant cleaner	130 ea
5 Gall Green floor sumpster (5 gal each)	350 ea
5 Gall Green floor finish zinc free (5 gal each)	700 ea
Grand Total (includes shipping & handling)	

Imperial Bag and Paper Co. LLC							
Unit of Measure	Unit Cost Concentrated	Concentrated		Concentrated		Concentrated	
		Unit Cost Per Quart Mixed	Year 1	Unit Cost Per Quart Mixed	Year 2	Unit Cost Per Quart Mixed	Year 3
4.2 Liter	\$ 67,290	\$ 0.2349	\$ 0.2540	\$ 0.2601			
4.2 Liter	\$ 47,460	\$ 0.1798	\$ 0.1798	\$ 0.1854			
4.2 Liter	\$ 40,610	\$ 0.1538	\$ 0.1538	\$ 0.1584			
\$	155,360	\$ 0.5885	\$ 0.5885	\$ 0.6003			
	Unit Cost	Total	Year 1	Total	Year 2	Total	Year 3
\$	1.72	\$ 223.60	\$ 223.60	\$ 228.40		\$ 228.40	
\$	1.72	\$ 223.60	\$ 223.60	\$ 228.40		\$ 228.40	
\$	\$4.80	\$ 29,470.00	\$ 29,470.00	\$ 30,072.00		\$ 30,072.00	
\$	\$7.21	\$ 61,047.00	\$ 61,047.00	\$ 62,286.00		\$ 62,286.00	
\$	174.85	\$ 34,964.20	\$ 30,964.20	\$ 32,815.60			
**Spartan							

All Star Cleaning Supply, Inc.							
Unit of Measure	Unit Cost Concentrated *Per case price	Concentrated Unit Cost Per Quart Mixed		Concentrated Unit Cost Per Quart Mixed		Concentrated Unit Cost Per Quart Mixed	
		Year 1	Year 2	Year 2	Year 3		
4 x 1 gal case	\$ 10.700	\$ 0.0264	\$ 0.0269		\$ 0.0277		
4 x 1 gal case	\$ 34.66	\$ 0.0169	\$ 0.0174		\$ 0.0186		
4 x 1 gal case	\$ 90.98	\$ 0.0223	\$ 0.0229	\$	\$ 0.0236		
	\$ 17,279.46						
	Unit Cost	Total - Year 1	Total - Year 2	Total - Year 3			
	No Bid						
	No Bid						
	\$ 76.47	\$ 26,754.50	\$ 27,569.50	\$ 28,395.50			
	\$ 72.72	\$ 50,964.00	\$ 52,450.00	\$ 54,005.00			
	\$	\$ 77,668.500	\$ 79,999.500	\$ 82,400.500			

**Brooks Terrazzen *Add error value \$77,655.50

Item Description	Quantity
Hydrogen peroxide multi-purpose cleaner	200 gal
Neutral floor cleaner	300 gal
Neutral disinfectant cleaner	405 gal
Grand Total (includes shipping & handling)	
Spray bottles labeled SDS hydrogen peroxide multi-purpose cleaner	130 ea
Spray bottles labeled SDS neutral disinfectant cleaner	130 ea
5 Gal Green floor stripper (5 gal pails)	350 ea
5 Gal Green floor finish zinc free (5 gal pails)	700 ea
Grand Total (includes shipping & handling)	

C & C Industrial Supplies									
Unit of Measure	Unit Cost Concentrated	Unit Cost Per Quart Mixed	Concentrated Unit Cost Per Quart Mixed	Concentrated Unit Cost Per Quart Mixed	Concentrated Unit Cost Per Quart Mixed	Concentrated Unit Cost Per Quart Mixed	Concentrated Unit Cost Per Quart Mixed	Concentrated Unit Cost Per Quart Mixed	Concentrated Unit Cost Per Quart Mixed
30 Gal	\$ 18.13	\$ 87.04	\$ 94.04	\$ 101.56	\$ 107.51	\$ 113.51	\$ 119.51	\$ 125.51	\$ 131.51
50 Gal	\$ 22.62	\$ 40.73	\$ 43.96	\$ 47.19	\$ 50.42	\$ 53.65	\$ 56.88	\$ 60.11	\$ 63.34
50 Gal	\$ 14.77	\$ 71.81	\$ 77.56	\$ 83.31	\$ 89.06	\$ 94.81	\$ 100.56	\$ 106.31	\$ 112.06
	\$ 55.52	\$ 199.58	\$ 215.56	\$ 231.54	\$ 247.52	\$ 263.50	\$ 279.48	\$ 295.46	\$ 311.44
Unit Cost	Total - Year 1	Total - Year 2	Total - Year 3	Total - Year 4	Total - Year 5	Total - Year 6	Total - Year 7	Total - Year 8	Total - Year 9
	\$ 2.09	\$ 271.70	\$ 203.80	\$ 317.20	\$ 285.80	\$ 254.40	\$ 223.00	\$ 191.60	\$ 160.20
	\$ 2.09	\$ 271.70	\$ 203.80	\$ 317.20	\$ 285.80	\$ 254.40	\$ 223.00	\$ 191.60	\$ 160.20
	\$ 54.31	\$ 19,008.50	\$ 20,531.00	\$ 22,176.00	\$ 23,821.00	\$ 25,466.00	\$ 27,111.00	\$ 28,756.00	\$ 30,401.00
	\$ 78.48	\$ 54,936.00	\$ 60,536.00	\$ 66,136.00	\$ 71,736.00	\$ 77,336.00	\$ 82,936.00	\$ 88,536.00	\$ 94,136.00
	\$ 136.97	\$ 74,487.90	\$ 81,654.60	\$ 88,821.30	\$ 95,988.00	\$ 103,154.70	\$ 110,321.40	\$ 117,488.10	\$ 124,654.80

Curry Wiper & Supply Co.									
Unit of Measure	Unit Cost Concentrated per Case	Unit Cost Per Quart Mixed	Concentrated Unit Cost Per Quart Mixed	Concentrated Unit Cost Per Quart Mixed	Concentrated Unit Cost Per Quart Mixed	Concentrated Unit Cost Per Quart Mixed	Concentrated Unit Cost Per Quart Mixed	Concentrated Unit Cost Per Quart Mixed	Concentrated Unit Cost Per Quart Mixed
4 x 64 oz case	\$ 68.840	\$ 0.0336	\$ 0.0346	\$ 0.0356	\$ 0.0366	\$ 0.0376	\$ 0.0386	\$ 0.0396	\$ 0.0406
4 x 64 oz case	\$ 75.980	\$ 0.0371	\$ 0.0382	\$ 0.0392	\$ 0.0402	\$ 0.0412	\$ 0.0422	\$ 0.0432	\$ 0.0442
4 x 64 oz case	\$ 65.840	\$ 0.0321	\$ 0.0331	\$ 0.0341	\$ 0.0351	\$ 0.0361	\$ 0.0371	\$ 0.0381	\$ 0.0391
	\$ 31,613.60								
Unit Cost	Total - Year 1	Total - Year 2	Total - Year 3	Total - Year 4	Total - Year 5	Total - Year 6	Total - Year 7	Total - Year 8	Total - Year 9
	\$ 2,150	\$ 279.50	\$ 287.49	\$ 295.48	\$ 303.47	\$ 311.46	\$ 319.45	\$ 327.44	\$ 335.43
	\$ 2,150	\$ 279.50	\$ 287.49	\$ 295.48	\$ 303.47	\$ 311.46	\$ 319.45	\$ 327.44	\$ 335.43
	\$ 72,420	\$ 25,547.00	\$ 26,107.41	\$ 26,667.81	\$ 27,228.21	\$ 27,788.61	\$ 28,349.01	\$ 28,909.41	\$ 29,469.81
	\$ 73,990	\$ 51,793.00	\$ 53,346.79	\$ 54,900.58	\$ 56,454.37	\$ 58,008.16	\$ 59,561.95	\$ 61,115.74	\$ 62,669.53
	\$ 77,699.00	\$ 60,229.98	\$ 62,430.86	\$ 64,631.74	\$ 66,832.62	\$ 69,033.50	\$ 71,234.38	\$ 73,435.26	\$ 75,636.14

**Brutto

Item Description	Quantity
Hydrogen peroxide multi-purpose cleaner	200 gal
Neutral floor cleaner	300 gal
Neutral disinfectant cleaner	405 gal
Grand Total (includes shipping & handling)	
Spray bottles labeled SDS hydrogen peroxide multi-purpose cleaner	130 ea
Spray bottles labeled SDS neutral disinfectant cleaner	130 ea
5 Gal Green floor stripper (5 gal pails)	350 ea
5 Gal Green floor finish zinc free (5 gal pails)	700 ea
Grand Total (includes shipping & handling)	

Dennisville Paper Co.									
Unit of Measure	Unit Cost Concentrated	Unit Cost Per Quart Mixed	Concentrated Unit Cost Per Quart Mixed	Concentrated Unit Cost Per Quart Mixed	Concentrated Unit Cost Per Quart Mixed	Concentrated Unit Cost Per Quart Mixed	Concentrated Unit Cost Per Quart Mixed	Concentrated Unit Cost Per Quart Mixed	Concentrated Unit Cost Per Quart Mixed
2 x 1.25 gal	\$ 70.00	\$ 0.0272	\$ 0.0272	\$ 0.0272	\$ 0.0272	\$ 0.0272	\$ 0.0272	\$ 0.0272	\$ 0.0272
2 x 1.25 gal	\$ 46.00	\$ 0.0141	\$ 0.0141	\$ 0.0141	\$ 0.0141	\$ 0.0141	\$ 0.0141	\$ 0.0141	\$ 0.0141
2 x 1.25 gal	\$ 68.00	\$ 0.0245	\$ 0.0245	\$ 0.0245	\$ 0.0245	\$ 0.0245	\$ 0.0245	\$ 0.0245	\$ 0.0245
	\$ 20,264.00								
Unit Cost	Total - Year 1	Total - Year 2	Total - Year 3	Total - Year 4	Total - Year 5	Total - Year 6	Total - Year 7	Total - Year 8	Total - Year 9
	\$ 2.00	\$ 260.00	\$ 260.00	\$ 260.00	\$ 260.00	\$ 260.00	\$ 260.00	\$ 260.00	\$ 260.00
	\$ 2.00	\$ 260.00	\$ 260.00	\$ 260.00	\$ 260.00	\$ 260.00	\$ 260.00	\$ 260.00	\$ 260.00
	\$ 43.00	\$ 13,450.00	\$ 16,450.00	\$ 19,450.00	\$ 22,450.00	\$ 25,450.00	\$ 28,450.00	\$ 31,450.00	\$ 34,450.00
	\$ 59.95	\$ 41,965.00	\$ 44,100.00	\$ 46,235.00	\$ 48,370.00	\$ 50,505.00	\$ 52,640.00	\$ 54,775.00	\$ 56,910.00
	\$ 57,535.00	\$ 61,070.00	\$ 61,070.00	\$ 61,070.00	\$ 61,070.00	\$ 61,070.00	\$ 61,070.00	\$ 61,070.00	\$ 61,070.00

**Private Suppliers

W.B. Mason Co. Inc.									
Unit of Measure	Unit Cost Concentrated per Case	Unit Cost Per Quart Mixed	Concentrated Unit Cost Per Quart Mixed	Concentrated Unit Cost Per Quart Mixed	Concentrated Unit Cost Per Quart Mixed	Concentrated Unit Cost Per Quart Mixed	Concentrated Unit Cost Per Quart Mixed	Concentrated Unit Cost Per Quart Mixed	Concentrated Unit Cost Per Quart Mixed
4 (1/2 gal)/cs	\$ 61.440	\$ 0.0300	\$ 0.0304	\$ 0.0308	\$ 0.0312	\$ 0.0316	\$ 0.0320	\$ 0.0324	\$ 0.0328
4 (1/2 gal)/cs	\$ 51.200	\$ 0.0250	\$ 0.0253	\$ 0.0256	\$ 0.0259	\$ 0.0262	\$ 0.0265	\$ 0.0268	\$ 0.0271
4 (1/2 gal)/cs	\$ 84.990	\$ 0.0415	\$ 0.0407	\$ 0.0400	\$ 0.0393	\$ 0.0386	\$ 0.0379	\$ 0.0372	\$ 0.0365
	\$ 30,975.75	\$ 30,426.38	\$ 29,932.30	\$ 29,438.22	\$ 28,944.14	\$ 28,450.06	\$ 27,955.98	\$ 27,461.90	\$ 26,967.82
Unit Cost	Total - Year 1	Total - Year 2	Total - Year 3	Total - Year 4	Total - Year 5	Total - Year 6	Total - Year 7	Total - Year 8	Total - Year 9
	\$ 0.98	\$ 127.40	\$ 127.40	\$ 127.40	\$ 127.40	\$ 127.40	\$ 127.40	\$ 127.40	\$ 127.40
	\$ 0.98	\$ 127.40	\$ 127.40	\$ 127.40	\$ 127.40	\$ 127.40	\$ 127.40	\$ 127.40	\$ 127.40
	\$ 50.25	\$ 17,587.50	\$ 17,335.75	\$ 16,977.22	\$ 16,618.69	\$ 16,260.16	\$ 15,901.63	\$ 15,543.10	\$ 15,184.57
	\$ 57.73	\$ 40,411.00	\$ 39,602.78	\$ 38,794.56	\$ 37,986.34	\$ 37,178.12	\$ 36,369.90	\$ 35,561.68	\$ 34,753.46
	\$ 58,233.30	\$ 57,093.33	\$ 55,953.36	\$ 54,813.39	\$ 53,673.42	\$ 52,533.45	\$ 51,393.48	\$ 50,253.51	\$ 49,113.54

**Rochester Attributed Corp

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The Bid Prices quoted on the Bid Form shall be all inclusive of any and all costs associated with the provision of the specified services by the Lowest Responsible Bidder.

QTY	PRODUCT	Dilution Ratio	Gallons	Price per ready to use gal – Year 1	Price per ready to use gal – Year 2	Price per ready to use gal – Year 3
	Enviro-solutions or similar					
200	Hydrogen peroxide multi-purpose cleaner	1-256	257	.1083	.1083	.1083
300	Neutral floor cleaner	1-325	65	.0574	.0574	.0574
405	Neutral disinfectant cleaner	1-64	326	.04098	.04098	.04098
	GRAND TOTAL			54,399.80	54,399.80	54,399.80

QTY	PRODUCT	Price/Each	Total – Year 1	Total – Year 2	Total – Year 3
150	Spray bottles labeled SDS hydrogen peroxide multipurpose cleaner	2.95 ea.	2.95 ea \$ 442.50	2.95 ea \$ 442.50	2.95 ea \$ 442.50
150	Spray bottles labeled SDS neutral disinfectant cleaner	2.95 ea	2.95 ea \$ 442.50	2.95 ea \$ 442.50	2.95 ea \$ 442.50
700	5 Gal Green Floor stripper (5 gal pails)		\$ 43.10 PL \$ 30100.00	\$ 43.50 PL \$ 30450.00	\$ 44.50 \$ 31156.00
350	5 Gal Green Floor Finish Zink Free (5 gal pails)		\$ 62.00 PL \$ 21700.00	\$ 62.00 PL \$ 21700.00	\$ 64.01 PL \$ 22400.00
	GRAND TOTAL		\$ 52,685.00	\$ 53,035.00	\$ 54,435.00

QTY	PRODUCT	Price/Each
150	Installed dispensers for green cleaning chemical in 32 schools (Installation to be included in the price)	No Change Dispenser Units No Change Installation No Change Training
	GRAND TOTAL	

**CITY OF WATERBURY
EDUCATION DEPARTMENT**

**REQUEST FOR PROPOSAL (#6836)
BY
THE CITY OF WATERBURY BOARD OF EDUCATION
FOR
GREEN CLEANING PRODUCTS**

A. Background and Intent

The *Board of Education* of the City of Waterbury (the "City") is seeking Proposals for Green Cleaning Products (the "Project") with the intention of entering into a contract for the furnishing all labor, materials, tools and equipment necessary to execute and properly finish the Project, as detailed and described herein.

B. Qualifications

1. Eligible Proposers will be those individuals, businesses, and institutions that have the following qualifications:

- a. Experience and expertise in regard to providing the types of, or similar services, as those set forth in the Scope of Services;
- b. A proven track record in providing these types of or similar services in the Connecticut municipal market and understanding of standards and requirements typical for such services;
- c. Adequate staff/employees to perform/complete the work in a timely manner;
- d. Knowledge of, and compliant with, all applicable federal and State laws and regulations governing the services to be provided under this RFP;
- e. At the time of contract award, has or will have sufficient capacity, facilities, equipment, labor, financial capability, and experience to provide all services required hereunder throughout the Contract Term, plus any extensions thereof, and to conduct all such services in a regulatory-compliant and reliable manner.

C. Scope of Services

Scope of Services shall be as per attached Technical Specifications (Attachment F) which are attached hereto and made part of this RFP and in accordance with the terms and conditions set forth herein.

D. Agreement Period

Successful Proposer agrees and covenants that the Contract Time shall commence upon delivery of the City's written notice to proceed, which shall occur after contract execution by both parties and terminate on **06/30/2024**, unless the purchase order provides otherwise.

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.

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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 Documents) attached hereto and made part of this RFP.

3. **All questions and communications about this RFP and submission requirements must be directed to the City of Waterbury eProcurement website and must be received by 2:00 PM on January 18, 2021.** Prospective proposers must limit their contact regarding this RFP to Mr. McCaffery or such other person otherwise designated by Mr. McCaffery.

4. **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 eProcurement website by 2:00 PM on January 20, 2021.** 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 Director, Mr. McCaffery, at (203) 574-6748.

F. Management

Any award of work resulting from this RFP will be managed by the School Inspector's Office.

G. Conditions

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

- a. 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.
- b. 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.
- c. The timing and sequence of events resulting from this RFP will ultimately be determined by the City.
- d. The proposer agrees that the proposal will remain valid for a period of NINETY (90) days after the closing date for the submission and may be extended beyond that time by mutual agreement.
- e. 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.
- f. 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

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personnel who do not perform adequately, regardless of whether they were previously approved by the City.

- g. 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.
- h. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.
- i. 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.
- j. 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.1(e) 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(s) and scope of services of any contract or purchase order resulting from this RFP may be negotiated with responsible proposers.
- k. 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.
- l. 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.
- m. 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.
- n. Where this RFP results in a contract, the proposer must accept the City's standard agreement language. See Attachment B.
- o. 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. Submittal Requirements & Required Format

Option #1: Uploading electronic documents per below instructions no later than **at 10:45 AM on January 25, 2021** (no Proposals received after that time shall be considered): Proposers must register online at the City of Waterbury's procurement portal ("ProcureWare website") in order to upload electronic documents and receive RFP notifications. You will not receive any notifications until your registration is complete with a valid e-mail address and selection of at least one City of Waterbury – Request for Proposal #6610 3-27-2020 rev Library Park RFP.doc category classification.

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All notifications and RFP documents will be posted on the ProcureWare website. Please register now. You can access the City of Waterbury's procurement portal at:
<https://waterburyci.procureware.com/register>

Option 2: One original (clearly identified as such) and three (3) 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 at 10:45 a.m. on January 25, 2021. No proposals received after that time shall be considered.

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

- a. The responsibility for submitting a Proposal to the Director of Purchasing on or before the above-stated time and date will be solely and strictly the responsibility of the Proposer. The City will in no way be responsible for delays caused by the United States mail delivery or caused by any other occurrence.
 - b. Proposals must set forth accurate and complete information for each of the items listed below, and must be bound, paginated, indexed and numbered consecutively. At the City's discretion, failure to do so could result in disqualification.
2. **Each Proposal shall contain the following three (3) forms, fully completed, as follows:**
- a. **Non-Collusion Affidavit and Acknowledgment Affidavit (Attachment C).**
 - i. 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.
 - ii. Each Proposer shall be responsible for determining that it has received all Addenda issued and shall acknowledge receipt of all Addenda as required per Attachment C, which is attached hereto and made part of this RFP.
 - iii. Each Proposer shall complete the Non-Collusion Affidavit and Acknowledgment Affidavit (Attachment C) and include it as part of the proposal submission.
 - b. **Price Proposal (Attachment D).**
 - i. Proposal pricing shall inclusive of all costs associated with providing the products & services required under this RFP, including, but not limited to all personnel and non-personnel expenses, insurance costs and permitting costs.
 - ii. **The Price Proposal (Attachment D) shall be submitted as part of the proposal submission; however, it must be submitted in a separate envelope marked "Confidential: Price Proposal."**
 - iii. Note regarding Price Proposal: *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.*

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c. Contractor's Qualification Statement (Attachment E).

- i. Each Proposer shall complete the Contractor's Qualification Statement (Attachment E) and include it as part of the proposal submission.

3. Proposals may, at Proposer's discretion, contain the following:

- a. 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 RFP.
- b. Additional Data. Any additional information which the proposer wishes to bring to the attention of the City that is relevant to this RFP, including any services expected of the City.

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. Quality, completeness and responsiveness of Proposal.
- b. 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.
- c. Financial strength of Proposer.
- 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

- a. The City will 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

- a. 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.

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- b. **Nothing in this RFP shall require that the City accept the lowest Price Proposal (Attachment D).** Instead, the City reserves the right to base its decision solely, in its own judgment, on what it determines to be in the best interests of the City.

K. Federal, State and Local Employment Requirement- NOT APPLICABLE TO THIS RFP.
Proposers, if applicable, shall be obligated to fully comply with the 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.

L. State Set-Aside Requirements- NOT APPLICABLE TO THIS RFP.

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.

M. Insurance Requirements

With respect to performance of work under this RFP, the Successful Proposer shall not commence any work resulting from this RFP until all insurance required herein has been obtained by the Successful Proposer and such insurance has been approved by the City. The Successful Proposer 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.

At no additional cost to the City, the Successful Proposer 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 Successful Proposer's obligation resulting from this RFP, whether such obligations are the Successful Proposer's or subcontractor or person or entity directly or indirectly employed by said Successful Proposer or subcontractor, or by any person or entity for whose acts said Successful Proposer or subcontractor may be liable.

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 any contract or issuance of any

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purchase order resulting from this RFP 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.

General Liability:

\$1,000,000 each Occurrence

\$2,000,000 General Aggregate

\$2,000,000 Products/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.

Auto Liability:

\$1,000,000 Combined Single Limit Each Accident

Any Auto, All Owned and Hired Autos

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.

Workers Compensation: WC Statutory Limits:

Employers' Liability (EL):

\$500,000 EL Each Accident

\$500,000 EL Disease Each Employee

\$500,000 EL Disease Policy Limit

Successful Proposer shall comply with all State of Connecticut statutes as it relates to workers' compensation.

Excess/Umbrella Liability Insurance:

\$5,000,000 each Occurrence

\$5,000,000 Aggregate

Builder's Risk/Installation Floater Insurance: **\$1,000,000 each Occurrence OR Limits equaling
The Value of the Project**

Contractors Pollution Liability Insurance: **\$1,000,000 each Occurrence/Claim
\$1,000,000 Aggregate**

There will be no exclusion for Hazardous materials, including Asbestos and

Lead

Wording for Additional Insured Endorsement and Waiver of Subrogation:

The City Waterbury 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.

Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances.

**CITY OF WATERBURY
BOARD OF EDUCATION**

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

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

Certificates of Insurance: The Successful Proposer's General, Automobile, and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City as an additional insured and include a waiver of subrogation on all lines of coverage. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Successful Proposer'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. Prior to the issuance of a Purchase Order and/or execution of a Contract by the City, the Successful Proposer 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 is listed as additional insured on a primary and non-contributory basis on all lines of coverage except Workers' Compensation. All policies shall include a Waiver of Subrogation"**. The City's RFP Number must be shown on the certificate of insurance to assure correct filing. The Successful Proposer must supply replacement/renewal certificates at least 30 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 than thirty (30) calendar days has been mailed to the Public Works Department and a copy to the City's Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

N. City of Waterbury Contract Form/RFP Documents

- a. All references in this RFP and/or in the attached City of Waterbury Contract form (Attachment B) to "Invitation to Bid," "ITB" or words/terms of similar import shall, for the purposes of this solicitation, mean "Request for Proposal" and/or "RFP" as the context so requires. Additionally, all references therein to "Bid" shall mean "Proposal" as the context so requires.
- b. All references in this RFP and/or in the attached City of Waterbury Contract form (Attachment B) to "Contractor", Vendor" and/or "Consultant" shall mean "Proposer" or "Successful Proposer" as the context so requires.
- c. All references in this RFP and/or in the attached City of Waterbury Contract form (Attachment B) to "Bid" or "Bid Form" shall mean "Price Proposal" as the context so requires.

END OF SECTION

**CITY OF WATERBURY
EDUCATION DEPARTMENT**

**RFP #6836
ATTACHMENT A
Contract Compliance Documents**

**CITY OF WATERBURY
BOARD OF EDUCATION**

**RFP #6836
ATTACHMENT C**

Non-collusion and Acknowledgement Affidavit of the Proposer

(Must be submitted as part of Proposal)

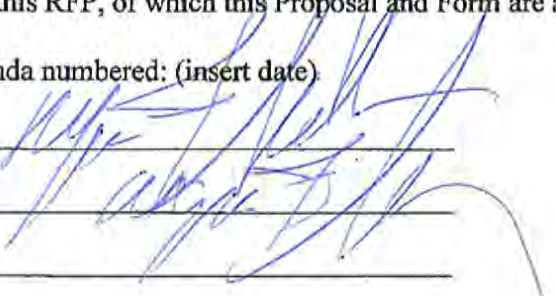
**KEVIN MCCAFFERY
DIRECTOR OF PURCHASING
235 GRAND STREET
WATERBURY, CT 06702**

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 ("RFP"); that Proposer has informed itself fully in regard to all conditions pertaining to the subject matter of this Request for Proposal; and that with this representation, the undersigned makes this Proposal.

If applicable to this RFP, the undersigned: a) 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 and b) any Work resulting from this RFP shall be performed at the Proposal Prices as described in the Proposal Documents and except where expressly provided for otherwise in the RFP, these prices shall cover all expenses incurred in connection with any obligations resulting for this RFP and/or in performing the Work required under any Award, Purchase Order and/or Contract resulting from this RFP, of which this Proposal and Form are a part.

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

1	<u>1</u>	<u>1.11.2021</u>	4
2	<u>2</u>	<u>1.20.2021</u>	5
3			6



**CITY OF WATERBURY
BOARD OF EDUCATION**

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.

06-105-7179
Social Security Number
or Federal Identification Number

Dumouchet Paper Co.
Signature of Individual or Corporate Name

Wayne F. Sullivan
Corporate Officer
(if applicable) Michael F. Sullivan

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

Name: Wayne F. Sullivan

By: President
(Title)

Business Address: 65 Benedict Street
(City, State, Zip Code)

Waterbury CT 06704

Phone: 203-756-7261

Date: 1.23.2021

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.

END OF ATTACHMENT C

**RFP #6836
ATTACHMENT D
Price Proposal**

Date: 1.23.2021

Dumouchel Paper Co
(Print or Type Company/Corporate Name)

65 Benedict St
(Print or Type Business Address)
Waterbury CT 06706

12

**CITY OF WATERBURY
BOARD OF EDUCATION**

**RFP #6836
ATTACHMENT E
Contractor Qualification Statement**

(Must be submitted as part of Proposal)

The undersigned certifies under oath the truth and correctness of statements and all answers to questions made hereinafter.

SUBMITTED TO: DEPARTMENT OF PURCHASING, CITY OF WATERBURY

SUBMITTED BY:

NAME:

Wayne F. Sullivan

BUSINESS NAME:

Dumouchet Paper Co.

(☒) Corporation

() Partnership

OFFICE ADDRESS:

65 Benedict Street

() Individual

Waterbury CT 06706

() Joint Venture

() Other

PRINCIPAL OFFICE:

65 Benedict Street Waterbury CT 06706

BUSINESS TELEPHONE NUMBER:

203-756-7261

BUSINESS FAX NUMBER:

203-591-5031

BUSINESS EMAIL ADDRESS:

Wayne.07@net.net

(NOTE: Attach separate sheets as required)

1. How many years has your organization been in business?

140

2. How many years has your organization been in business under its present business name?

100

3. If a Corporation OR LLC, answer the following:

Date of Incorporation:

1911

State of Incorporation:

CT

President/Member:

Wayne F. Sullivan

Vice Presidents/Members:

Neil F. Sullivan

Secretary/Member:

Neil F. Sullivan

Treasurer/Member:

Arlene Sullivan

**CITY OF WATERBURY
BOARD OF EDUCATION**

4. If a Partnership, Individual, Joint Venture or other, answer the following:

Date of Incorporation: _____

State of Operation: _____

Officers and Titles:

N/A

5. List contracts on hand (other than existing contracts with the City of Waterbury). Schedule these, showing amount of each contract and the appropriate anticipated dates of completion/expiration:

Wolcott Board of Education
6/30/2021 \$35,000.

Reg 15. Supports
6/30/2021 \$52,000.00

NOTE: The City may contact one or more of the organization associated with the above-listed contracts as part of assessing the experience, expertise and capabilities of the Proposer.

**CITY OF WATERBURY
BOARD OF EDUCATION**

6. Have you or your company ever failed to complete any work awarded to you, or have you ever defaulted on a contract?

If YES, please explain circumstance(s):

NO

7. Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest with providing services to the City.

N/A

8. List your major equipment available for this contract.

delivery truck

**CITY OF WATERBURY
BOARD OF EDUCATION**

9. Contractor's chain of command and off-hours telephone numbers, cellular and otherwise, to be used for the Project:

President Wayne F. Sullivan 860-483-0935
(Title) (Name / Telephone Number)

Vice President Neal F. Sullivan 203-313-2668
(Title) (Name / Telephone Number)

(Title) (Name / Telephone Number)

The undersigned certifies under oath to the truth and correctness of statements and all answers to questions made herein.

10. Dated at Waterbury CT this 23rd day of January, 2021

Name of Contractor:

Dunoff Paper Co.

By:

[Signature]

Wayne F. Sullivan
(Print and sign name of duly authorized principal)

Title:

President

END OF ATTACHMENT E

**CITY OF WATERBURY
BOARD OF EDUCATION**

**RFP #6836
ATTACHMENT F
Scope of Services**

GENERAL DESCRIPTION

Technical Specifications

- All the green cleaning products have to be Enviro-Solution or equivalent.
- They have to be Green Seal or Eco Logo certified.
- Bid Winner must furnish, install and maintain their chemical dispensers at all school buildings in the district.
- Bid winner must provide on-going training for custodial staff on the use of environmentally preferable cleaning products (EPP).
- Bid winner must provide the district with Material Safety Data Sheets (MSDSs) for EPPs.
- Bid winner must comply with CT School Green Cleaning Products Law- CT PUBLIC ACT 09-81
- Prices to include shipping and handling.
- Just-in-time delivery.



Waterbury Public Schools

Office of Competitive Grants

Louise Allen Brown, J.D., M.P.A., Grant Writer

June 24, 2021

Honorable Board of Education
City of Waterbury
236 Grand Street
Waterbury, CT 06702

Re: 21st Century Community Learning Center Grants (2021)

Dear President Pagano and Board of Education Commissioners:

The Connecticut State Department of Education recently announced that it is holding a new grant competition for 21st Century Community Learning Centers (CCLC) afterschool programs. Funding for these afterschool grants comes through a federal grant from the U.S. Department of Education. These are five year grants for which Waterbury has applied, and been awarded multiple grants, in the past several years.

Successful grant applications include academic, enrichment, recreation/wellness, and positive youth development activities for students provided by teachers, recreation staff, and community-based youth service providers. The Chief Academic Officer and the Assistant Superintendents have recommended schools for this grant opportunity. Principals of applicant schools have requested a 21st CCLC afterschool program. On behalf of the district, and contingent upon your approval, I am preparing grant applications to be submitted to CSDE for the following schools:

- Walsh & Driggs Elementary Schools (grades 3-5)
- Chase (grades 3-5) & Bucks Hill Elementary Schools (grades 1-3, tentatively)
- Wallace Middle School (grades 6-8)

The recreation partners are the YMCA and the Waterbury Bureau of Recreation; and several community-based agencies will collaborate on delivering various additional program components. Additional details appear in my attached Grants Highlights document.

I have worked with district staff to design the Waterbury proposals to meet the needs of the Waterbury students, and also to minimize local matching funds. For successful grantees, full funding is awarded for each of the first three program years, with local match funds required in years four (25%) and year five (50%). Chief Financial Officer (CFO) Doreen Biolo has approved the local match needed in years four and five for the three afterschool proposals.

Hon. Board of Education
Re: 21st CCLC grants

June 24, 2021
page two

Additionally, there is a requirement that successful grantees also provide local match funds for student transportation costs in excess of 20% of the total grant budget each year, beginning in year one. The two elementary school applications will require an annual local match for excess student transportation costs of \$11,392/year/application beginning in year one. The CFO has also approved this local match.

The deadline for proposals is July 15, 2022. I respectfully request your permission to apply for these 21st CCLC afterschool grants.

Very truly yours,

Louise Allen Brown

Louise Allen Brown
Grant Writer

cc: Dr. Verna D. Ruffin
Doreen Biolo
Darren Schwartz
Noreen Buckley
Dr. Janice Epperson

21st Century Community Learning Centers (CCLC) Grant
CT State Department of Education
June 24, 2021
Louise Allen Brown

Grant Highlights

Program Purpose: The purpose of the program is “To support community-learning centers that provide programs focused on helping children in high-need schools to succeed academically through the use of scientifically-based practice and extended learning time.” [rfp]

Eligible Applicants: Applicants must serve schools “where at least 40 percent of students are eligible to receive free or reduced price meals....” [rfp]

Grant Period: Five years, beginning 2021-2022

Grant Amount and Matching Funds: \$ 50,000. to \$ 200,000. per year (100% SDE funding for first three years, year four 75% SDE funding, year five 50% SDE funding. Local match funding is required at 25% in year four, and 50% in year five. Additionally, beginning in year one, matching funds are required for student transportation costs in excess of 20% of the total grant budget. [rfp]

Number of Awards: The number of grant awards depends on the number of applicants, number of centers, and on funds available. [per rfp]

Application Deadline: July 15, 2021

Program Description:

According to the rfp, the “specific purposes of the 21st CCLC program are to:

- provide opportunities for academic enrichment, including homework help and tutorial services to students, particularly those who attend schools with a demonstrated need for services, to meet state and local student performance standards in core academic subjects, such as reading, mathematics and science;
- offer students a broad array of additional services, programs and activities, such as: youth development activities; drug, violence and pregnancy prevention programs; counseling; project-based learning; art, music, technology education programs; service learning; character education and recreation programs that are designed to reinforce and complement the regular academic program of participating students; and
- offer families of students served by community learning centers opportunities for literacy and related educational development, such as: adult development activities, family activities, opportunities for governance and leadership involvement and participation in school and program events.”

Required Program Elements: Literacy; Math; Science; health, nutrition, and recreational programming; academic enrichment; ‘broad array’ of additional services, programs, activities, including activities to support ongoing family engagement.

Waterbury Board of Education

Re: 21st Century Community Learning Centers Grant Applications 2021

Required Notice to Non-Public Schools & Community: Applicants are required to give notice to non-public schools and the community of the fact that the public school(s) are applying for an afterschool grant(s). Non-public schools or the public may offer input on the proposed project(s). Successful grantees must notify non-public schools of funded programs and of how students can apply to participate. [Notice is being provided as required.]

Proposed Waterbury Projects:

Waterbury will develop, prepare, and submit three (3) new 21st CCLC afterschool grant applications for the following schools:

- 21st CCLC Grant [CSDE] – Walsh & Driggs Elementary Schools (grades 3-5)
- 21st CCLC Grant [CSDE] – Chase (grades 3-5) & Bucks Hill Elementary Schools (tentatively, grades 1-3)
- 21st CCLC Grant [CSDE] – Wallace Middle School (grades 6-8)

The 21st CCLC afterschool programs will operate four days per week, for two and a quarter hours per day. Student participants will remain at their school at regular school dismissal for the program, and they will be transported home safely by bus at the end of the afterschool day. Snacks will be provided for student participants. Certified teachers and recreation staff (from YMCA or selected with guidance from the Waterbury Bureau of Recreation) will conduct activities on site. Homework help will be provided, and academic, enrichment, recreation, and positive youth development activities will be scheduled into afterschool time and delivered through onsite staff as well as multiple additional collaborating community agencies. Ongoing family engagement activities will be conducted. As in the 2020-21 school year, virtual programs will be an option depending on need.

Proposed Waterbury Budgets:

The grant budget amounts and required local match funds for the proposed five year Waterbury projects (if awarded) are as follows:

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Doreen Biolo, Chief Financial Officer (CFO), has confirmed that the district could cover the year four and five local match costs for all three of these grants, and excess transportation costs for the two elementary school applications from year one, if awarded. She has given her approval for the local match funds.



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Hon. Board of Education
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June 24, 2021
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Michelle E. Eckler, Ed.D.
Supervisor of Secondary English/Language Arts
Chase Building, Room 106
meckler@waterbury.k12.ct.us

MEMORANDUM

TO: Board of Education
Board of Alderman

FROM: Michelle E. Eckler, Ed.D. - Supervisor of Secondary English/Language Arts *MEE*

DATE: June 23, 2021

RE: Executive Summary

EXECUTIVE SUMMARY

The Department of Education requests to enter into a contract with Empirical Resolutions, LLC (Quill.org) for the purposes of providing online instruction in Grammar and Writing for students in grades six through eight in the total amount of \$53,000 to be paid annually.

This agreement was initiated under the Request for Proposal Process (RFP # 6938). There were two (2) proposals for this project, with Empirical Resolutions, LLC (Quill.org) being the provider chosen unanimously by the RFP Committee for its attention to detail, its ability to be seamlessly blended into our curriculum through a blended learning model, and the clear and detailed assessment features included with the system. The committee was incredibly impressed by the program presented by Empirical Resolutions, LLC (Quill.org).

Empirical Resolutions, LLC (Quill.org) will provide 5000 licenses for online Grammar and Writing Instruction for all students in grades six through eight that are compatible with a blended learning environment beginning with the 2021-2022 School Year. All professional learning for teachers and administrators is included free of charge during the first year of the contract with the exception of one day in the first year that is specifically for department leaders at an additional cost of \$500.

The term of the contract is five (5) years. The project is being funded annually by the Department of Education's Alliance District Grant beginning with the 2021-2022 school year.

Attached for your review and consideration is the proposed contract, an affidavit of Disclosure and Certification, and a tax clearance form for Empirical Resolutions, LLC (Quill.org). Corporation Counsel was involved in all aspects of the development and negotiation of this contract.

PROFESSIONAL SERVICES AGREEMENT

RFP No. 6938

for

Online Grammar And Writing Program

between

The City of Waterbury, Connecticut

and

Empirical Resolution, 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" or "Subscriber") and EMPIRICAL RESOLUTION, INC. (A.K.A. "Quill.org"), located at 41 East 11th Street, 11th Floor, New York, NY, 10003, a State of Connecticut duly registered domestic corporation (the "Consultant").

WHEREAS, the Consultant submitted a proposal to the City responding to **RFP No. 6938** for Online Grammar and Writing Program; and

WHEREAS, the City selected the Consultant to perform services regarding **RFP No. 6938**; 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 and the Consultant will provide access to an online grammar and writing program for Waterbury Public School students in grades six (6), seven (7), and eight (8) grade, and other individuals as set forth herein. Consultant shall also provide services to include but not limited to, training, lessons and instruction, data assessment and analysis, grade transfer, and integration with PowerSchool. All services and access shall be provided as detailed and described in the City of

Waterbury RFP No. 6938 and Consultant's response thereto which are 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 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** City of Waterbury Request for Proposal No. 6938 ("RFP"), consisting of nine (9) pages (excluding sample City Contract and contract compliance forms), (attached hereto);
- 1.1.2** Addendum #1 to City's RFP No. 6938, dated April 26, 2021, consisting of one (1) page (attached hereto);
- 1.1.3** Consultant's Revised Price Proposal, dated May 24, 2021, consisting of two (2) pages (attached hereto);
- 1.1.4** Consultant's Response to RFP No. 6938, consisting of thirty (30) pages, (excluding sample City Contract, original price proposal, and contract compliance forms), (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** Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate (Incorporated by reference);
- 1.1.7** Certificates of Insurance (Incorporated by reference);
- 1.1.8** All applicable Federal, State, and Local statutes, regulations, charter and ordinances (Incorporated by reference);
- 1.1.9** All licenses (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** Amendment(s) and Change Orders
- 1.2.2** This Contract
- 1.2.3** Addendum #1 to RFP No. 6938
- 1.2.4** RFP No. 6938
- 1.2.5** Consultant's Revised Price Proposal, dated May 24, 2021
- 1.2.6** Consultant's Response
- 1.2.7** Federal, State, and Local laws, regulations, charter and ordinances

1.3 License Grant. The Consultant hereby grants to Subscriber non-transferable license to access and use the Services/Program as provided herein, for all Authorized

Users.

1.4 Delivery and Access. The Services will be provided through the Consultant's website at www.quill.org and such other sites as the Consultant may designate (collectively, "Website"). For the purpose of this Agreement, "Authorized Users" will include Subscriber's students, employees, contractors, consultants, and those auditors, governmental authorities and other individuals and entities who may require access to Subscriber Data, as defined below

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.

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. Criminal Background Check and DCF Registry Check. The Consultant shall ensure, and represents to the City, that any employee who will 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.

3.2. Confidentiality/FERPA. Consultant shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education, Connecticut Department of Education and the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc. Consultant shall further ensure that its employees, agents, or anyone performing work on their behalf under the terms of this Agreement shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education and those of the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc.

3.2.1. Any and all materials contained in City of Waterbury student files that are entrusted to Consultant or gathered by the Consultant in the course of its services shall remain in the strictest confidence to prevent disclosure of the same. All information furnished by the City or gathered by Consultant shall be used solely for the purposes of providing services under this Agreement.

3.2.2. Consultant acknowledges that in the course of providing services under this Agreement, it may come into the possession of education records of City 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) Consultant and City shall comply with the requirements of said statute and regulations, as amended from time to time and Consultant agrees to use information obtained from the City or student education records only for the purposes provided in this Agreement. Without the prior written consent of the student's parent or guardian, as required by FERPA, Consultant has no authority to make disclosures of any information from education records. Consultant shall

instruct its employees of their obligations to comply with FERPA.

3.3. Student Data Privacy. All student records, student information, and student-generated content (collectively, "Student Data") provided or accessed pursuant this Agreement are not the property of, or under the control of, the Consultant.

3.3.1. The City's Board of Education ("Board") shall have access to and the ability to delete Student Data in the possession of the Consultant except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Consultant. The Board may request the deletion of any such student information, student records or student generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of Student Data by the Consultant within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the Student Data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the Consultant that proper disposal of the data has occurred in order to prevent the unauthorized access or use of Student Data and that deletion has occurred in accordance with industry standards/practices/protocols.

3.3.2. The Consultant shall not use Student Data for any purposes other than those authorized pursuant to this Agreement.

3.3.3. A student, parent or legal guardian of a student may review personally identifiable information contained in Student Data and correct any erroneous information, if any, in such Student Data. If the Consultant receives a request to review Student Data in the Consultant's possession directly from a student, parent, or guardian, the Consultant agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Consultant agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in Student Data that has been shared with the Consultant, and correct any erroneous information therein.

3.3.4. The Consultant shall take actions designed to ensure the security and confidentiality of student data.

3.3.5. The Consultant will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or

acquisition of Student Data. Such notification will include the following steps: Upon discovery by the Consultant of a breach of Student Data, the Consultant shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

3.3.6. Student Data shall not be retained or available to the Consultant upon expiration of the Agreement between the Consultant and City, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Consultant after the expiration of such Agreement for the purpose of storing student- generated content.

The Consultant and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.

3.3.7. The Consultant acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.

3.3.8. The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other Agreement entered into by the Parties concerning Student Data.

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 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 an authorized representative.

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. Services to be provided under this Contract by the Consultant shall commence on August 1, 2021 and shall terminate on July 30, 2026 ("Contract Time"). All milestones shall be in accordance with the following schedule:

5.1. Contractor shall provide 5,000 licenses on or before August 1, 2021.

5.2 Contractor shall provide training with Computer Technology Center (CTC) by August 15, 2021.

- 5.3 Contractor shall provide a full day (6 hours) of professional learning for Department Supervisor and Middle School Department Leadership between August 1 and August 15, 2021, exact date to be determined by scheduling availability.
- 5.4 Contractor shall provide at least three hours of dedicated training between August 9 and August 20, 2021 for twenty-two building administrators.
- 5.5 Contractor shall provide professional learning for teacher (between 80 to 120 people total) on August 24, 2021. Professional learning will take place in a virtual setting with a maximum time frame of two hours.
- 5.6 Time is and shall be of the essence for all Project milestones as set forth above and completion date for the Project. The Consultant further agrees that the Services/Project shall be provided continuously, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Milestones and Contract time stated above. It is expressly understood and agreed, by and between the Consultant and City, that the Contract Time is reasonable for the completion of the Work. The Consultant shall be subject to City imposed fines and/or penalties in the event

6. Compensation. The City shall compensate the Consultant 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 the Consultant shall not exceed **FIFTY THREE THOUSAND DOLLARS00/100 (\$ 53,000.00)** for the entire five-year term of this Agreement and shall be in accordance with Consultant's proposal, dated May 24, 2021, set forth in Attachment A and as follows;

6.1.1 Year 1 (August 1, 2021 – July 30, 2022):

6.1.1.1 Student License Fee: \$2.10 per student (30% discount)
per school year (August 1, 2021 – July 30, 2022): for
5,000 students
Amount not to exceed.....\$ 10,500.00

6.1.1.2 Dedicated time to work with Computer Technology
Center (CTC) to work out the logistics of rostering / setting
up the site admin account, etc. (6+ hours)
Amount not to exceed\$0.00

6.1.1.3 A full day (6 hours) of professional learning for a total of five, the supervisor and four middle school curriculum coordinators (Virtual)
Amount not to exceed.....\$ 500.00

6.1.1.4 At least three hours of dedicated training (with follow-up) for twenty-two building administrators
Amount not to exceed\$0.00

6.1.1.5 Professional Learning for teachers (between 80 to 120 people total) must take place on August 24, 2021 in a virtual setting with a maximum time frame of two hours.
Amount not to exceed\$0.00

6.1.1.6 Total Amount for Year 1\$11,000

6.1.2 Year 2- 5 (August 1, 2022 – July 30, 2026):

6.1.2.1 Student License Fee: \$2.10 per student (30% discount) per school year (August 1, 2022 – July 30, 2026): for 5,000 students.
Amount not to exceed.....\$10,500.00 per year

6.1.2.2 Total Amount for Year 2-5.....\$42,000.00

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 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. 6938** 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.

7.1. Subscriber Data. As between Subscriber and the Consultant, Subscriber will

own all right, title, and interest in and to the data submitted or input by Subscriber into the Services or processed, stored, handled, or analyzed by the Consultant as a part of or to enable or facilitate the provision of the Services ("Subscriber Data"). Subscriber hereby grants the Consultant a limited, non-exclusive right and license to use Subscriber Data to facilitate performance of the Services as set forth in this Contract. The Consultant will handle all Subscriber Data in accordance with the Privacy Policy set forth on the Website and in accordance with all Federal, State and Local Laws.

7.2. Intellectual Property Rights. The Consultant will own and retain all right, title, and interest in and to the Services and any and all improvements, enhancements, or modifications thereto and all intellectual property rights related to any of the foregoing. Additionally, Subscriber agrees that the Services and its components are protected by copyright, patent, trademark, trade secret, and other intellectual property rights and registrations. Subscriber agrees not to remove, obliterate, obscure, or alter any copyright or other proprietary rights notice that appears on any document, web page, or other component of the Services or any related materials or documentation.

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. 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 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 Professional Liability Insurance: \$1,000,000.00 each claim. **\$1,000,000.00** aggregate limit.
Professional liability (also known as, errors and omissions) insurance providing coverage to the Consultant.

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 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 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 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 as their interests may appear"**. 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, 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, 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.

14. Termination.

14.1. 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.

14.1.1 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.

14.1.2 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.

14.2. 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.

14.3. 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.

14.3.1 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.

14.3.2 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.

14.3.3 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.

14.4. Rights Upon Cancellation or Termination.

14.4.1 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.

14.4.2 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.

14.4.3 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.

14.4.4 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.

14.4.5 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).

15. 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.

16. 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:

16.1. Acts of God, fire, explosion, epidemic, cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies.

16.2. 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.

17. 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.

17.1. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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).

24. 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.

25. 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.

26. Contract Change Orders.

26.1. 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:

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

26.1.2 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

26.1.3 the Final Completion Date has not been changed.

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

26.2.1 an upward adjustment to a Consultant's payment claim,
or

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

26.3. 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.

27. 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. 6938** and (ii) the Consultant's proposal responding to the

aforementioned **RFP No. 6938**.

- 27.1. 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.
- 27.2. 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.
- 28. 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.
- 29. 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.
- 30. 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.
- 31. 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.
- 32. 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: Jeremy Hertz
 Empirical Resolution, Inc.
 41 E 11th Street
 11th Floor
 New York, NY 10003

City: City of Waterbury

Waterbury Public Schools
c/o Darren Schwartz
236 Grand Street
Waterbury, CT
06702

33. 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:

33.1. 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.

33.2. 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.

33.3. 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.

33.4. 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.

33.5. 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.

33.6. 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.

33.7. 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.

33.8. 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.

33.9. 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.

33.10. 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/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"]].

33.11. 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.

33.12. 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.

33.13. 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.

33.14. 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.

33.15. 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.

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:

EMPIRICAL RESOLUTION, INC.

Christina Collins-Berry

By: Peter Gault

Jeremy Hertz

Its Peter Gault

Date: 06/22/21

ATTACHMENT A

1. City of Waterbury Request for Proposal No. 6938 (“RFP”), consisting of nine (9) pages (excluding sample City Contract and contract compliance forms), (attached hereto);
2. Addendum #1 to City’s RFP No. 6938, dated April 26, 2021, consisting of one (1) page (attached hereto);
3. Consultant’s Revised Price Proposal, dated May 24, 2021, consisting of two (2) pages (attached hereto);
4. Consultant’s Response to RFP No. 6938, consisting of thirty (30) pages, (excluding sample City Contract, original price proposal, and contract compliance forms), (attached hereto) ;
5. Any and all amendment(s) and Change Orders, issued by the City after execution of Contract (Incorporated by reference);
6. Stockholder’s Affidavit; Non-Collusion Affidavit; Debarment Certificate (Incorporated by reference);
7. Certificates of Insurance (incorporated by reference);
8. All applicable Federal, State, and Local statutes, regulations, charter and ordinances (Incorporated by reference);
9. All licenses (Incorporated by reference).

REQUEST FOR PROPOSAL BY
THE CITY OF WATERBURY RFP #6938

Department of Education – Academic Office

Online Grammar and Writing Program

The City of Waterbury, Department of Education, is seeking a multi-year contract for an online grammar and writing program for its middle school students (grades 6-8).

A. Background and Intent

The Waterbury Public Schools is looking for an online grammar and writing program to enhance our current middle school curricular resource. The ideal program will include diagnostic tools as well as planned and paced curriculum materials that align with the Common Core State Standards and the Smarter Balanced Assessment. In addition, we are seeking a program that will work well within a blended learning classroom approach.

B. Qualifications

Eligible proposers will be those consultants, businesses, and institutions that have the following qualifications:

1. Experience and expertise in regard to providing the types of or similar services as those outlined in the Scope of Services in this RFP
2. A proposer with a proven track record in providing these types of or similar services for municipal governments.
3. Knowledge of Federal and State laws and regulations governing the services outlined in the scope of services.
4. Must have signed, or be able to sign the Connecticut Student Data Privacy Pledge prior to implementation in the district.
5. Experience in providing large-scale professional learning for staff via remote systems (such as Zoom or Google Meet) as well as on-going professional learning for staff.

C. Scope of Services

Proposals will need to include a five-year contract for the online system that includes the following:

- Basic Requirements
 - Online platform for grammar and writing instruction.
 - Automatic rostering using our Student Information System (SIS), PowerSchool
 - Syncing with our Learning Management System (LMS), Google Classroom

- Grade Transfer
 - Integration with our Student Information System (PowerSchool) for grade transferring abilities
- Student Rostering
 - Automatic syncing with our SIS (PowerSchool)
 - LMS (Google Classroom) syncing
- Four tiers of User Roles:
 - System Administrator
 - District Administrator / Supervisor
 - Access to multiple schools (customization of this preferred)
 - Ability to run district-level and school-level reports by grade and teacher
 - Ability to drill down to student-level data as needed
 - Ability to create and add assessments that can be “pushed out” to teachers
 - School-Based Administrator
 - Access to administrator’s school only
 - Ability to run grade-level, teacher-level, and student-level reports
 - Ability to drill-down to student level data
 - Teacher
 - Access to teacher’s data only
 - Ability to run teacher and student level reports
 - Ability to drill-down to student level data
 - Ability to create teacher-created assessments outside of the district assessments.
 - Co-teachers and Special Education Teachers can share student data
 - Ability to create custom rosters for support service and special education teachers
- Instructional Requirements
 - CCSS aligned lessons and instruction
 - Ability to personalize instruction for students
 - Writing and Revising lessons including all major writing types:
 - Argument/Persuasive
 - Literary Analysis
 - Informational
 - Narrative
 - Ability for students to provide peer feedback on writing
 - Access to writing prompt ideas, lesson ideas, skills lessons, and grading rubrics
- Data
 - Diagnostic and benchmark assessments
 - User-friendly data-analysis
 - Ability to add assessments to our own assessment data base if needed
- Training

- Beginning training for all teachers, principals, and administrators (virtual preferred)
- Follow-Up training for all staff (virtual preferred)
- Specific training for administrators required (virtual preferred)
- Point-person for all questions / technical assistance

D. Agreement Period

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be July 1, 2021 – June 30, 2026.

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. N/A
3. Proposers must sign the items and any forms included in Attachment A.
 - a. (Contract Compliance Packet)
4. All questions and communications about this request for Proposal and submission requirements must be directed to the City of Waterbury Procurement website and must be received by 2:00 PM on April 23, 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 Procurement website by (April 27, 2021, 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 City of Waterbury Department of Education Academic Office.

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 90 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 one paper copy 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 10:30 AM on May 3, 2021.

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

- 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. 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. Please describe the approach that would be generally followed in undertaking the Scope of Services in Section C above.

- 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 single price for work to be performed in accordance with this RFP, 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

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.

KEVIN McCaffery
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

ADDENDUM #1

April 26, 2021

RFP#: 6938

Project Title: Online Grammar and Writing Program

Question: How many students will be using the system?

Answer: approximately 4500, however with our transiency, a quote for 5000 would be good.

Question: Should only language grammar and writing standards be held in the system? Or should the entire Common Core ELA standard tree be held in the system?

Answer: We are looking only for grammar and writing.

Question: Will the chosen proposer only have to provide content for the language grammar and writing standards or should all Common Core ELA content standards be covered?

Answer: We are only looking for grammar and writing.

Question: Do teacher-created assessments have to be approved by a supervisor or administrator?

Answer: No, but this ability would be a benefit.

Question: Should the CCSS aligned lessons and instructions focus on the language grammar and writing standards or should all Common Core ELA content standards be covered?

Answer: Just grammar and writing.

Question: Should diagnostic and benchmark assessments only include language and writing standards?

Answer: Just grammar and writing.

Question: How would we go about finding the contract compliance packet?

Answer: See "Attachment A B C" in the "Documents" folder

Question: Where are the attachments mentioned in the RFP? Ex: Attachment B and Attachment C?

Answer: The attachments have been uploaded to ProcureWare.

Thank you.

Kevin McCaffery
Director of Purchasing – City of Waterbury



May 24, 2021

Office of the Director of Purchasing
The City of Waterbury Connecticut
235 Grand St
Waterbury, CT 06702

To the Office of the Director of Purchasing,

As requested, included on the second page of this letter, please find our Revised Price Proposal for 5000+ students. This Revised Price Proposal includes the cost of licenses per student, plus the requested pricing for the following services:

- Dedicated time to work with our (City of Waterbury's) Computer Technology Center (CTC) to work out the logistics of rostering / setting up the site admin account, etc. (6+hours)
- A full day (6 hours) of professional learning for a total of five, the supervisor and four middle school curriculum coordinators.
- At least 3 hours of dedicated training (with follow-up) for twenty-two building administrators.
- Professional Learning for teachers (between 80 to 120 people total) must take place on August 24, 2021 in a virtual setting with a maximum time frame of 2 hours.

Please note on the table below that the price per student cost for 5000+ students has been revised from \$2.25 per student in the original proposal to \$2.10 per student (note: full price is \$3.00 per student, so this represents a 30% discount off of full price). All of the requested services will be included at \$0 additional cost, with the exception of the full day of professional learning for the supervisor and four middle school curriculum coordinators. This full day long professional learning will have different costs if requested virtually or in person.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Jeremy Hertz".

Jeremy Hertz
Director of School Partnerships, Quill.org
41 E 11th St 11th floor, New York, NY 10003
(781) 771-4749
<https://quilljeremy.youcanbook.me>

Cost per student license > 5000 students	\$2.10 per student (30% discount) per school year (July 1 – June 30)
Dedicated time to work with Computer Technology Center (CTC) to work out the logistics of rostering / setting up the site admin account, etc. (6+hours)	\$0
A full day (6 hours) of professional learning for a total of five, the supervisor and four middle school curriculum coordinators.	\$2000 (in person) \$500 (virtual)
At least 3 hours of dedicated training (with follow-up) for twenty-two building administrators.	\$0
Professional Learning for teachers (between 80 to 120 people total) must take place on August 24, 2021 in a virtual setting with a maximum time frame of 2 hours.	\$0



ORIGINAL

Empirical Resolution, Inc (Quill.org)

Response to THE CITY OF WATERBURY RFP #6938

Online Grammar and Writing Program

Submitted by:

Jeremy Hertz

Director of School Sales

Quill.org

Cell: 781-771-4749

jeremy@quill.org



Empirical Resolution, Inc (Quill.org)

Response to THE CITY OF WATERBURY RFP #6938

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Empirical Resolution, Inc (Quill.org)

Response to THE CITY OF WATERBURY RFP #6938

Tab 1 – Proposer Information

Proposer Information

- a. **Firm Name:**
Empirical Resolution, Inc. (dba Quill.org)
- b. **Permanent Main Office Address:**
41 E 11th St 11th floor
New York, NY 10003
- c. **Date Firm Organized:**
March 28, 2013
- d. **Legal Form of Ownership:**
Incorporated in The State of Connecticut
- e. **How many years have you been engaged in services you provide under your present name?**
8 years
- f. **Names, titles, reporting relationships, and background and experience of the principal members of your organization, including officers.**

Peter Gault, Executive Director

Role: Peter leads product strategy, fundraising, and strategic partnerships.

Bio: Peter started designing educational tools in high school, and studied philosophy and history at Bates College, with a special focus on debate and critical thinking. Over the last four years, he has been recognized by the Bill & Melinda Gates Foundation's Literacy Courseware Challenge and Forbes' 30 Under 30.

Lila Jane Mabe, Managing Director, Strategy + Impact

Role: Lila Jane manages all fundraising and operations for the organization.

Bio: Lila Jane spent 4 years at the NYC Department of Education building finance and operations systems. Before the DOE, she worked at the Foundation Center (a nonprofit that is now merged with the nonprofit GuideStar) where she managed a \$10m grant from the Bill & Melinda Gates Foundation.

Daniel Drabik, Chief Technology Officer

Role: Daniel leads Quill's team of software engineers, scales our infrastructure, develops new algorithms, and coordinates our open source community.

Bio: Daniel was the lead developer for Kickstarter's international expansion, building a system that has processed over a billion dollars in pledges, and he was an engineer on the Data Infrastructure team for the Hillary For America Presidential Campaign.

Christina Collins, Managing Director of Partnerships

Role: Christina leads the Partnerships team which supports our Lab Schools and Premium Schools, creates professional development content and oversees sales.

Bio: Christina began her career as an ELA teacher in Illinois and went on to oversee school district level professional development. Most recently, she oversaw sales and services for Pearson in the Northeast.

Hannah Monk, Curriculum Director

Role: Hannah oversees the curriculum team, which creates and continually updates our library of 600 learning activities.

Bio: Hannah began her career as an ELA teacher serving low-income students in Virginia and holds an MA in Secondary Education and Teaching from the University of Arkansas. Hannah joined the Quill team in 2016 (thanks to the initial Lone Pine Foundation grant) and has developed or overseen the development of almost all of the content now available on Quill.



Empirical Resolution, Inc (Quill.org)

Response to THE CITY OF WATERBURY RFP #6938

Tab 2 -Experience, Expertise and Capabilities

a. Philosophy Statement and Business Focus

Quill.org is a nonprofit organization and online tool that helps 3rd-12th grade students become strong writers. Quill.org uses artificial intelligence to automatically grade and serve feedback on student writing and grammar, enabling students to revise their work and quickly improve their skills. In the 2020-21 school year, Quill.org enabled more than four million students to write and receive feedback on 400 million sentences, and Quill aims to help ten million low-income students become strong writers in the next three years.

As an organization, we recognize the incredible disparity in education quality and opportunities that are available to low-income students as compared to their higher-income peers. We also recognize that the African-American and Latinx young people are over-represented in populations with limited access, opportunity and networks for upward mobility. We believe that preparing young people for post-secondary success, be it college or career-training program, is the surest way for them to end cycles of poverty through sustainable wage-earning. Our big bet is that the ability to write well is the single biggest factor of future success in college and the workforce and that by providing high-quality feedback and writing instruction at scale, we can equip millions of students to fully participate in the American Dream, economically, politically and socially.

b. Summary of Relevant Experience

Project #1

Puyallup School District

302 2ND ST. SE
PUYALLUP, WA 98372

Amanda Kraft

Executive Director of Instructional Leadership and Professional Development
253-840-8829

Puyallup is a Quill.org Premium Partner, implementing Quill.org's writing and grammar tools across 33 schools serving over 22,000 students. Puyallup has worked with Quill to implement the tools into instructional practice and has also implemented several district and school wide professional development sessions utilizing Quill's Instructional Coaches.

Dates: January 2020 – Current

Status: Ongoing subscription

Gross cost of agreement: \$66,000 per year

Project #2

Katy ISD

6301 S Stadium Ln
Katy, TX 77494

Amanda Palmer
English Language Arts (ELA) Coordinator
281-396-2746

Katy ISD is a Quill.org Premium Partner, implementing Quill.org's writing and grammar tools across their 12 high schools serving over 20,000 students. Katy ISD has worked with Quill to implement the tools into instructional practice and has also implemented several district and school wide professional development sessions utilizing Quill's Instructional Coaches.

Dates: June 2020 – Current

Status: Ongoing subscription
Gross cost of agreement: \$19,440 per year

Project #3

Rome City Schools

508 East Second Street
Rome, GA 30161

Rome City Schools is a Quill.org Premium Partner, implementing Quill.org's writing and grammar tools across 6 elementary schools , 1 middle school, and 1 high school serving over 3,000 students. Rome City Schools has worked with Quill to implement the tools into instructional practice and has also implemented several district and school wide professional development sessions utilizing Quill's Instructional Coaches.

Dates: June 2019 – Current

Status: Ongoing subscription
Gross cost of agreement: \$7,200 per year

c. **Personnel Listing**

Jeremy Hertz, Director of School Partnerships

Quill.org, New York, NY

Director of School Partnerships (December 2019 – Present)

Quill Role: Jeremy oversees all sales and Quill Premium district/school partnerships and helps to organize and lead all Quill offerings and services to our Premium Partners. Jeremy has worked closely with over 200 schools and districts who have purchased a Quill Premium Subscription.

Goalbook, Brooklyn, NY

Partnerships Manager (Nov 2017 – Dec 2019)

- Worked with administrators from Superintendent to Principal to design implementations to ensure teacher success
- Delivered webinar and in-person training and professional development sessions
- Represented the organization at local and national conferences

Curriculum Associates, Billerica, MA

Account Manager (Jan 2014 – Nov 2017)

- Project management for school and district-wide product implementations
- Review assigned accounts on a regular basis to track usage trends and complete regular check-ins with customers
- Ensuring key communications with customers and internal teams throughout usage contract of accounts

Chicago Public School, Chicago, IL

Special Education Teacher (Sep 2011 – Sep 2013)

- Wrote and executed Individualized Educational Plans for students in accordance to state and federal education laws
- Taught Mathematics, English, and Social Studies in inclusion and resource settings
- Worked closely with students with Learning Disabilities, Behavior Disorders, and Cognitive Disabilities
- Created data-driven and thorough assessment systems

Maddy Maher, Partnerships Specialist

Quill.org, New York, NY

Partnerships Specialist (June 2018 – Present)

Quill Role: Maddy manages all aspects of our Premium Partnerships with schools and districts. She leads partners through initial orientation set up calls, initial trainings for all teachers, and maintains regular contact via phone and email with district and school leadership team(s). She is a Quill Premium District Partner's concierge to Quill Implementation.

The Spectator - Hamilton College, Clinton, New York

Editor-In-Chief (March 2018 – December 2018)

- Lead content selection, layout production, print distribution, and online presence. Managed the paper's production process every week.
- Trained Section Editors, Copy Editors, Production Editors, Web Editors.
- Organized 'SpecSpeak', the Spectator's journalism lecture series.
- Communicated with the college's Media Board and Student Programming to provide information on the paper's status

Boston Magazine, Boston, MA

Editorial Intern (May 2016 – August 2016)

- Wrote and published several articles for the Style and News sections for both the online and print versions of the publication.
- Fact-checked all pieces to ensure that they were 100% accurate. Often called organizations and individuals personally to confirm details.
- Personally assisted the producer and photographer during the fall fashion photoshoot.
- Returned in January 2017 to assist with fact-checking feature packages.

Shannon Brown, Senior Instructional Coach

Quill.org, New York, NY

Senior Instructional Coach (January 2020 – Present)

Quill Role: Shannon's role as a Senior Instructional coach involves many aspects of helping Premium Partners and teachers during their Quill Implementation. Shannon leads professional development workshops with school partners that include high level of participant engagement and immediately applicable strategies for teachers to implement into lesson and unit planning. As a senior coach, Shannon not only leads those professional development sessions, but helps to develop and refine Quill's professional development scope and sequence that fuses research-based best practices of writing instruction with deep understanding and usage of Quill.org's

platform and learning tools. She also provides adaptive, individual coaching to teachers around instructional strategies, purposeful implementation of Quill, and student data analysis.

KIPP NYC, New York, NY

Associate Regional Director of Operations (2017 – 2020)

- Provide operational support, develop resources, and deliver professional development to school-based operations teams across 15 KIPP NYC schools
- Support growth of KIPP NYC region by creating sustainable operational systems for new schools, providing research and written policies for charter application submissions, and leading school-opening compliance visits with charter authorizers
- Co-manage and mentor Directors of Operations of newly opened schools, providing on-site observations, strategic problem solving and targeted feedback on school systems and professional leadership

MESA Charter High School, Brooklyn, NY

Founding Director of Operations (2013 – 2017)

- Served as founding member of school leadership team – analyzed and solved school-based problems, developed new student programs and initiatives, collaborated on hiring plans to support school growth
- Created and refined standards-based grading system on philosophical and technical levels; supported teaching staff in use of standards-based grading in classrooms. Acted as key school-liaison with all student information and learning management system vendors and provided targeted training directly to staff
- Generated and analyzed student achievement data (synthesizing academic, assessment, behavioral, and attendance) to support the school and instruction leadership teams in making programming decisions and leveraging support to teachers

Believe Southside Charter High School, Brooklyn, NY

Founding School Leader (2009 – 2013)

- Served as the founding administrator of three-year old urban charter high school with a significant population of Special Education students (18%) and English Language Learners (15%)
- Managed staff of 35 individuals, observed and evaluated 25 teachers through targeted classroom observation, lesson and curriculum feedback sessions, and individual support plans
- Planned and delivered staff-wide professional learning sessions on topics including: building genuine parent involvement, creating data-based assessments, increasing accountable student talk
- Led teacher-team dedicated to understanding and aligning new Common Core Learning Standards to curriculum across all departments and disciplines

Erika Parker-Havens, Senior Instructional Coach

Quill.org, New York, NY

Senior Instructional Coach (January 2020 – Present)

Quill Role: Erika's role as a Senior Instructional coach involves many aspects of helping Premium Partners and teachers during their Quill Implementation. Erika leads professional development workshops with school partners that include high level of participant engagement and immediately applicable strategies for teachers to implement into lesson and unit planning. As a senior coach, Erika not only leads those professional development sessions, but helps to develop and refine Quill's professional development scope and sequence that fuses research-based best practices of writing instruction with deep understanding and usage of Quill.org's platform and learning tools. She also provides adaptive, individual coaching to teachers around instructional strategies, purposeful implementation of Quill, and student data analysis.

Achievement First Crown Heights Middle School, Brooklyn, NY

Fifth & Sixth Grade ELA Teacher (2007 – 2020)

Grade Level Chair (2010-2013, 2016-2017, 2019)

- Create, adapt, and present Common Core aligned reading, writing, guided reading, and vocabulary lessons to fifth and sixth grade students
- Utilize data from network interim assessments to drive instruction and intervention
- Develop digital literacy and cooperative learning lessons to meet goals
- Discuss student academic progress, behavior, and achievements with parents and families
- Plan team meetings and gathers necessary data to address school culture, share logistics, streamline parent communication, and other issues related to the grade level team
- Facilitate respectful, productive team meetings
- Serve as the point person for communicating ideas, concerns, and information to and from the school's leadership team

Achievement First Crown Heights Middle School, Brooklyn, NY

Academic Dean of Humanities (2013 – 2015)

- Coached and developed a portfolio of 13 teachers in history, literature, and writing departments
- Conducted deep analysis of data in order to set department vision, progress monitor, and coach toward goals
- Created and coordinated high impact, data driven professional development sessions in line with school goals and teacher needs

Achievement First Crown Heights Middle School, Brooklyn, NY

Network Writing Curriculum Lead Planner (2011 – 2013)

- Created network wide Common Core aligned units and lesson plans for sixth grade writing which were used in two regions of the Achievement First middle schools

d. Conflict of Interest

Not Applicable, no COF



Empirical Resolution, Inc (Quill.org)

Response to THE CITY OF WATERBURY RFP #6938

Tab 3 - Statement of Qualifications and Work Plan

a. Qualifications

(Quill's responses to each Qualification/Requirement is in bold below each individual Qualification/Requirement)

- Basic Requirements
 - Online platform for grammar and writing instruction.
Quill.org is a fully online platform providing grammar and writing instruction. Quill provides Diagnostics, individualized independent practice, and teacher led, synchronous lessons.
 - Automatic rostering using our Student Information System (SIS), PowerSchool
While we do not currently sync directly with PowerSchool, this is a feature that we are hoping to add in the future. We do offer automatic rostering via direct link with your LMS, Google Classroom.
 - Syncing with our Learning Management System (LMS), Google Classroom
Quill.org integrates with Google Classroom and allows automatic rostering and single sign on for students and teachers via their Google Classroom login.
 - Grade Transfer
 - Integration with our Student Information System (PowerSchool) for grade transferring abilities
While we do not currently sync directly with PowerSchool, this is a feature that we are hoping to add in the future. We do offer a direct link with your LMS, Google Classroom.
 - Student Rostering
 - Automatic syncing with our SIS (PowerSchool)
While we do not currently sync directly with PowerSchool, this is a feature that we are hoping to add in the future. We do offer automatic rostering via direct link with your LMS, Google Classroom.
 - LMS (Google Classroom) syncing
Quill.org integrates with Google Classroom and allows automatic rostering and single sign on for students and teachers via their Google Classroom login.
 - Four tiers of User Roles:
 - System Administrator
Quill.org allows Premium District Partners to designate one or more district or school level administrator accounts. These can be set up to oversee one, several, or all schools. The system admin will have access to oversee rosters, run reports, etc.
 - District Administrator / Supervisor
 - Access to multiple schools (customization of this preferred)
Quill.org allows Premium District Partners to designate one or more district or school level administrator accounts. These can

- Ability to run district-level and school-level reports by grade and teacher

- Ability to drill down to student-level data as needed

- Ability to create and add assessments that can be “pushed out” to teachers

- School-Based Administrator

Quill.org allows Premium District Partners to designate one or more district or school level administrator accounts. These can be set up to oversee one, several, or all schools. The system admin will have access to oversee rosters, run reports, etc.

- Ability to run grade-level, teacher-level, and student-level reports

- Ability to drill-down to student level data

- Teacher

Quill.org teachers will be given access to student reports for only students in classes that they are the main or co-teacher for within Quill.org.

- Ability to run teacher and student level reports

Quill.org offers a variety of reports at the classroom and student level, including score reports, standards reports, growth reports, etc.

- Ability to drill-down to student level data

Quill.org allows teachers to view student level data granular down to each individual response by the student.

- Ability to create teacher-created assessments outside of the district assessments.

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- instruction and student, including for ELL students.
 - Co-teachers and Special Education Teachers can share student data

Quill.org has a native Co-teacher feature which allows teachers to invite other teachers as co-teachers to their classes and reports. Co-teachers can run reports and assign activities to the class, but cannot overwrite or undo other teachers assignments.
 - Ability to create custom rosters for support service and special education teachers

Quill.org is extremely flexible with rostering inside the program and create custom rosters for any reason.
- Instructional Requirements
 - CCSS aligned lessons and instruction

Each Quill.org activity is individually aligned to one or more Common Core standard. This includes independent practice activities as well as teacher led, synchronous whole or small group lessons. We also have CCSS mastery reports available for teachers and administrators to see students progress towards mastery of individual CCSS. For a list of our activities and their alignment to CCSS, please visit: https://www.quill.org/activities/standard_level/7
 - Ability to personalize instruction for students

Both independent practice and teacher led, synchronous live lessons are customized and customizable. Students begin with taking one of our Quill.org diagnostics and based on the results of their diagnostic, each student is given a personalized, individualized set of Quill.org independent practice activities, including Quill Grammar, Quill Connect Sentence Combining, Quill Proofreading, and Quill Comprehension work. Every student's learning pathway can be different. Teachers also have the ability to fully customize our suite of pre-made synchronous, live, teacher led lessons. The program allows teachers to edit, change, add, or remove any part of those lessons and save their custom, individualized version of the lesson for future use with students.
 - Writing and Revising lessons including all major writing types:
 - Argument/Persuasive
 - Literary Analysis
 - Informational
 - Narrative

Quill's lessons focus on all major types, with much focus on the sentence level writing skills.
 - Ability for students to provide peer feedback on writing

During teacher led, synchronous, live lessons, students are asked to interact with other students and their works through paired response questions. Teachers also have the ability to anonymously share some or all student responses to allow for peer feedback anonymously.
 - Access to writing prompt ideas, lesson ideas, skills lessons, and grading rubrics

Quill.org includes full, customizable teacher led lessons, skills lessons, and can provide additional support from our Instructional Coaching team on creating rubrics and prompts for writing instruction aligned to your curriculum.

- Data
 - Diagnostic and benchmark assessments
Quill.org includes several diagnostic assessments, including assessments for ELL students and diagnostic assessments aligned to Pre-AP and AP courses. The program also offers diagnostic post-tests. Independent practice serves as benchmark assessments throughout the students' work.
 - User-friendly data-analysis
Quill provides user friendly data and reporting to teachers that allows teachers to view data from several different perspectives. It also allows for data to be exported via csv or pdf.
 - Ability to add assessments to our own assessment data base if needed
Quill does not currently allow for exporting of our assessments.
- Training
 - Beginning training for all teachers, principals, and administrators (virtual preferred)
All Premium Partnerships include customized, live, virtual "Getting Started" sessions for ALL teachers and admins. Quill is flexible with format, timing, and scheduling, but usually these sessions are one hour long. Several can be offered on the same day or across multiple days as necessary.
 - Follow-Up training for all staff (virtual preferred)
As part of our Quill Premium package, schools and district receive additional follow up professional development sessions that can be scheduled by administrators throughout the year for groups of teachers. We have a suite of suggested PD/trainings, however you will be assigned an "Instructional Coach" to your district that can help customize and meet the training needs as you see fit. As part of our Quill.org Premium Package, we also offer one-to-one, on demand "Coaching" sessions with your assigned Instructional Coach. This means that beyond the large group PD, any teacher can individual schedule a one to one session with our Instructional Coaching team to learn more about the program, work through specific questions, or help to plan aligning Quill.org to their own curriculum/lesson plans.

Below is a list of our suggested training options for the large group PD sessions:

Leveraging Quill Diagnostics

Explore best practices for strategically incorporating the diagnostic recommendations to support student writing goals while also learning how to create supportive learning structures where students feel empowered.

Backwards planning

Leaning on key tenets from Writing for Understanding, teachers will unpack the knowledge and understanding required in an upcoming writing assignment and then strategically embed Quill activities into their unit plan to help students achieve the assignment's writing goals.

Data reporting & student work

We apply a research-based cycle of data inquiry to Quill's student data reports. Time will be dedicated for teachers to independently analyze their Quill data thus far and, together, explore how their findings can inform future instructional decisions and strategies.

Quill Lessons implementation tips

Quill Lessons is our interactive writing tool that helps teachers lead students through live grammar lessons. In this session, we explore various implementation ideas, as well as tips and guidance, to allow teachers to get the most out of this feature-packed tool.

Whole group discussion

This session explores the conditions necessary for skills to transfer from the Quill platform to authentic writing. We consider strategies that use whole group micro-discussions to support this transfer.

Supporting English Language Learners

Explore Quill's content created specifically for English Language Learners and learn strategies to utilize these resources to support students' written language acquisition.

Supporting students with IEPs

Learn how to make modifications to Quill's learning plans for your students with IEPs, provide targeted support, and track students' growth and progress.

Improving sentence fluency

Explore ways to expand the work students do on the Quill platform to improve their sentence fluency in their writing beyond Quill.

Empowering student writers

Explore various ways to encourage an increase in students' writing self-efficacy using Quill's tools, beyond extrinsic carrot and stick approaches.

- Specific training for administrators required (virtual preferred)
Quill.org can offer customized administrator training as requested.
- Point-person for all questions / technical assistance
Quill.org Premium Districts are assigned a team for all questions and technical assistance. Maddy Maher, our Partnerships Specialist, would be the main point of contact and work directly on a one-on-one basis with the district. Jeremy Hertz,

Director of School Partnerships, is also available as a backup in case Maddy is out sick, or has a day off.

b. Work Plan

Quill.org provides each Premium School/District Partner with a customized Implementation/Work Plan that will help to ensure the success of their implementation. Once a contract has been signed, Waterbury Public Schools will be assigned a Quill.org team, including our Director of Partnerships (Jeremy Hertz), our Partnerships Specialist (Maddy Maher), and one or both of our Senior Instructional Coaches (Erika Parker Havens and Shannon Brown). Our team will set up an initial meeting with the team from Waterbury Public Schools who will be overseeing the implementation from the district's end (both academic and technical – can be two meetings if necessary). In this meeting, we will discuss timeline, rostering (teachers and admins), initial training, diagnostic set up, and other next steps. We can also make initial plans for follow up/next step training for later in the year if deemed appropriate by Waterbury Public Schools team.

After the initial call, Maddy and Jeremy will work with the Waterbury Public Schools tech/rostering team to begin next steps for rostering of teachers and students. Quill.org will build in redundancies so that if teachers need to get account set up during the training, that will also be possible. Quill.org will prepare for initial training or trainings (Getting Started Sessions). Ideally, these sessions will take place before teachers and students are provided login information, however there is flexibility depending on timing. If teachers will begin using the program before the initial training, Quill.org will provide resources, webinars, self-paced lessons, etc to help teachers begin with initial steps. Teachers and administrators will attend their relevant training sessions which will cover checking rosters, having students sign in, syncing with Google Classroom, initial diagnostics, an overview of our independent practice tools, an overview of our teacher-led, live, synchronous lessons, and an introduction to our data and reporting.

Next, diagnostic assessments will be assigned to students. Quill.org has several diagnostics covering a range of skills and concepts, including diagnostics for ELL students, as well as Pre-AP and AP aligned diagnostics. The diagnostics are designed to find students' areas of needs in grammar and writing. Once a student has completed their diagnostic assessment, the program provides teachers with an individualized, differentiated set of independent practice activities laid out for each student. The teacher can edit or assign this learning path. As part of that learning path, the student will work independently through up to 80 hours of differentiated work per assessment, including mini benchmark/progress monitoring checks via proofreading activities, which adapt depending on student understanding during these mini progress checks. An overview of our independent practice activities is below:

Quill has four types of independent practice activities designed to be completed individually by each student. Each are driven by artificial intelligence and machine learning and provide direct feedback instantly to the student as they work through each activity. These include:

- **Quill Grammar**, which are focused independent practice and lessons which highlight individual grammar mechanics and skills.
- **Quill Proofreader**, which are scaffolded activities asking students to do open ended

proofreading and editing of paragraphs or passages. Once the proofreading and editing has been completed, the program diagnoses errors made or missed and assigned Quill Grammar activities for the student.

- **Quill Connect**, which are open ended sentence combining activities. Students are asked to take 2 to 5 sentences and combine them into one sentence, allowing students to practice concise writing, grammar, mechanics, comprehension, and critical thinking. The AI allows for instant feedback, no matter what the student writes, allowing the program to guide the student and learn from mistakes until finally reaching a satisfactory sentence.
- **(Coming Fall 2021) Quill Comprehension**, which provides students with multi-paragraph passages to read and respond to via sentence starter prompts. Students practice their writing skills via argumentative and persuasive writing and Quill's artificial intelligence provides feedback on concepts like main idea, using your own words, concise writing, text evidence, and grammar/mechanics.

Synchronous, whole class or small group teacher led lessons are also suggested for groups or individuals who have similar areas of need based on the diagnostic and allow for progress checks for the teacher to check on progress through self-guided independent practice. Quill Teacher-led Lessons, which are synchronous, real time lessons which allow teachers to present fully fleshed out lessons aligns to standards and skills while student view and interact on their own devices. Quill comes with "pre-made" lessons with full walk through notes for teachers and each includes interactive components, allowing students to collaborate and get real time feedback from their teachers. Quill Lessons are also fully customizable, meaning teachers can create their own customized versions of our pre-made lessons, which allows them to change any text or structure and create lessons of their own to present to their students. The program can also be used without student devices, being projected and walked through as a traditional whole class or small group lesson.

Alongside the individualized work, teachers have the ability to search for and assign work and live lessons to students by CCSS, grade level, reading level, concept, subject area, content, and more. This allows for teachers to assign grade level and CCSS aligned work alongside work that meets the students at their own levels, allowing for instruction that supports both grade level work and individual work.

After the first diagnostic and some time for students to begin their independent and teacher led work, we suggest that the district schedule one of their included professional development sessions for teachers to learn about data reporting and next steps (see above list of available sessions). Teachers can also be directly booking one-on-one coaching sessions which will allow them to book time with their assigned Quill Instructional Coach to review Quill work, ask questions, or work directly on aligning Quill activities with their lesson plans/curriculum.

During these sessions and beyond, teachers will be accessing our in-depth reporting in order to review student progress and make adjustments as necessary to student work. Our Premium Reports allow teachers to see class progress on CCSS and concept, as well as drilling down to individual students mastery and progress on concepts, skills and CCSS.

For 2021, we will be offering diagnostic-aligned post tests and growth reporting. Suggested at mid-year, roughly when most students will have finished their assigned, individualized independent practice, students will take a post-test to measure progress and growth in the skills that they have been working on through independent practice and synchronous live lessons. Once the post test is completed, teachers can evaluate students to find that they have or have not made sufficient progress/growth in their areas of need and can either have them be re-assigned more individualized work on similar concepts, or move them “up” to the next diagnostic and set of aligned activities.

For administrators at the school and district level, reports will be available on demand through their administrative dashboard that will allow them to see mastery of CCSS at the school level all the way down to an individual student level. They also will have access to reports showing mastery and growth between diagnostics and on independent practice. At any time, district level administrators can also reach out to Maddy Maher, their assigned Partnerships Specialist, to run or create any custom reports as needed.

Around mid-year, Maddy will set up a “Mid Year Check In” with district/school stakeholders which will allow Quill.org’s team and Waterbury Public School’s team to review the first half of the year, look at usage and reporting data at the district level, and plan for second half training/PD and diagnostic schedules. We can also set up regular schedules for custom reports to be sent in between these larger check ins.

Teachers will continue to assign the suggested activities from the diagnostics as well as their own, curriculum aligned, grade level assignments throughout the second half of the year. A second training session is usually scheduled for the spring, which will likely be focused on end of year diagnostic or reporting/data.

Diagnostics will be pushed out for end of year to measure growth and students will continue to work through assignments, which will be available through the end of the school year.

Maddy will reach out for an “End of Year Check In” with district/school stakeholders which will allow Quill.org’s team and Waterbury Public School’s team to review the second half and full year’s worth of data and plan for the following year’s implementation, training, etc.

c. Services Expected of the City

The city would be expected to work with Quill.org in the following capacities:

1. Connect Quill.org’s team with IT/Tech/Roster Management team in order to properly set up rostering/syncing with LMS system (Google Classroom).
2. District/city would be asked to designate “Point Person/People” for Quill implementation in order to maintain an open line of communication between Quill and the district/city.
3. District/City stakeholders would be asked to meet with team for initial planning/outlining for implementation and training sessions.
4. District/City would be asked to organize whole district or school by school hour long training sessions for the beginning of the year to help teachers become oriented to use of the program (optionally, some of this can be done self-paced or “train the trainer” model.)

5. District/City would be asked to designate administrators from each school and their specific roles which Quill will grant.
6. District/City will be asked to meet with Quill team at least two more times throughout the year to review data, discuss ongoing implementation, upcoming training, etc.
7. District/City will be asked to organize follow up whole district or by school training sessions facilitated by Quill.



Empirical Resolution, Inc (Quill.org)

Response to THE CITY OF WATERBURY RFP #6938

Tab 5 - 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



Empirical Resolution, Inc (Quill.org)

Response to THE CITY OF WATERBURY RFP #6938

Tab 6 - Exceptions and Alternatives

Exceptions and Alternatives

None



Michelle E. Eckler, Ed.D.
Supervisor of Secondary English/Language Arts
Chase Building, Room 106
meckler@waterbury.k12.ct.us

MEMORANDUM

TO: Board of Education
Board of Alderman

FROM: Michelle E. Eckler, Ed.D. - Supervisor of Secondary English/Language Arts *MEE*

DATE: June 23, 2021

RE: Executive Summary

EXECUTIVE SUMMARY

The Department of Education requests to enter into a contract with PowerSchool Group LLC. for the purposes of providing an online grading and data management system for the Secondary Schools (grades 6-12) in the aggregate amount of \$277,437.50.

This agreement was initiated under the Request for Proposal Process (RFP # 6970). There were two (2) proposals for this project, with PowerSchool Group, LLC. being the provider chosen unanimously by the RFP Committee for its ability to meet our needs on a large scale including being seamlessly integrated with our existing Student Information System, its numerous capabilities for assessment creation, and its robust reporting system which will allow teachers and administrators to easily and purposefully use student data to inform and drive instruction. The committee was incredibly impressed by the program presented by PowerSchool Group, LLC.

Powerschool Group, LLC. will provide 9500 licenses for their online grading and data management system, *Performance Matters*, for all students in grades six through twelve beginning with the 2021-2022 School Year. Thirty-two (32) hours of intensive online training is included in the first year of the contract which will provide a train-the-trainer model for a team of teachers and administrators in August as well as detailed reporting training for building, department, and central office leaders.

The term of the contract is five (5) years. The project is being funded annually by the Department of Education's Alliance District Grant beginning with the 2021-2022 school year.

Attached for your review and consideration is a draft of the proposed contract (which is still pending final negotiation), an affidavit of Disclosure and Certification, and a tax clearance form for PowerSchool Group, LLC. Corporation Counsel was involved in all aspects of the development and negotiation of this contract.

AGREEMENT
(RFP No. 6970)
for
Online Grading and Data Management System
between
The City of Waterbury, Connecticut
and
PowerSchool Group LLC

THIS AGREEMENT (“Agreement or Contract”), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (the “City” or “Client”), City Hall, 235 Grand Street, Waterbury, Connecticut and POWERSCHOOL GROUP LLC (the “Consultant” or “PowerSchool”), located at 150 Parkshore Drive, Folsom, California 95630, a State of Delaware duly registered limited liability company (each individually referred to as a “Party” and jointly referred to as the “Parties” to this Agreement).

WHEREAS, PowerSchool has submitted a proposal to the City responding to **RFP No. 6970** for an Online Grading and Data Management System; and

WHEREAS, the City selected PowerSchool to provide the services as requested in RFP No. 6970 and provide for the Online Grading and Data Management System; and

WHEREAS, the City desires to obtain PowerSchool’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. PowerSchool shall furnish all of the labor, services, equipment, assessments, 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 industry standards. PowerSchool shall make such commercially reasonable 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 PowerSchool shall provide an Online Grading and Data Management System with Advanced Reporting (PowerSchool’s “Performance Matters Assessment Analytics Core+,” “Performance Matters SEL Survey,” “Performance Matters Grade Cam”) including initial professional services, training services, and set up fees for City of Waterbury Public Schools (“WPS”) Secondary Schools (Grades 6-12), and shall provide all related and necessary software, licensing, materials, services, access, etc. for completion of the Project and as further detailed and described in **Attachment A**; **Attachment A** is hereby made a material provision(s) of this Contract. In addition,

PowerSchool shall provide training and professional development for a total of thirty-two (32) hours consisting of the following: (i) five (5) hours of virtual (remote) training on “Test Design and Delivery” for department supervisors (up to 25 participants), training to take place no later than Wednesday, August 18, 2021 at a date and time mutually agreed upon by the parties; (ii) six (6) hours of virtual (remote) training on “Item Writing: Basic and Advanced” for department supervisors (up to 25 participants). Training to take place no later than Wednesday, August 18, 2021 at a date and time mutually agreed upon by the parties; (iii) twelve (12) hours of virtual (remote) “Train the Trainer” professional learning divided into two (2) sessions of six (6) hours apiece. Each session will accommodate up to 20 WPS staff members for a total of up to 40 trained trainers. Training to take place no later than Wednesday, August 18, 2021 at a date and time mutually agreed upon by the parties; (iv) three (3) hours of virtual (remote) “Data Analysis for Administrators” for up to 25 School-Based admins to take place no later than Tuesday August 31, 2021 at a date and time mutually agreed upon by the parties; and (v) six (6) hours of virtual (remote) training on “Dialogues with Data” for department supervisors (up to 25 participants). Training to take place no later than Wednesday, September 15, 2021 at a date and time mutually agreed upon by the parties. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by PowerSchool as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- 1.1.1. City of Waterbury RFP No. 6970 consisting of 10 pages, excluding attachments, attached hereto;
- 1.1.2. PowerSchool’s Revised Proposal and Cost Schedule to RFP No. 6970, dated June 4, 2021, consisting of 16 pages, attached hereto;
- 1.1.3. PowerSchool’s Response to RFP No. 6970, dated May 24, 2021, excluding confidential information and contract compliance documents, consisting 66 pages, attached hereto;
- 1.1.4. PowerSchool’s Main Services Agreement, January 1, 2021 Version, consisting of 28 pages (incorporated by reference);
- 1.1.5. Any and all amendment(s) and Change Orders, issued by the City and agreed to by Contractor in writing after execution of Contract (incorporated by reference);
- 1.1.6. Certificates of Insurance (incorporated by reference);
- 1.1.7. All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference); and
- 1.1.8. All licenses (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. This Contract

1.2.2. PowerSchool's MSA, January 2021 rev.

1.2.3. City of Waterbury RFP No.6970

1.2.4. PowerSchool's Revised Proposal/Cost Schedule dated June 4, 2021

1.2.5. PowerSchool's Response dated May 24, 2021

The Parties agree that in the event that any provisions contained in this Executed Agreement conflict with provisions contained in the PowerSchool Master Service Agreement, that the provisions contained in this Executed Agreement shall prevail.

- 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 applicable statutes, regulations and ordinances. Upon City's written request, the Consultant shall provide to the City a copy of the Consultant's licenses, certifications, registrations, etc.

2.3. Consultant's Employees. The Consultant shall not employ any unfit person or anyone not skilled in the work assigned.

- 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 or as allowed by applicable State of Connecticut and Federal law. 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. Criminal Background Check and DCF Registry Check. The Consultant shall ensure, and represents to the City, that any employee who will 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.

3.2. Confidentiality/FERPA. Consultant shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education, Connecticut Department of Education and the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc. Consultant shall further ensure that its employees, agents, or anyone performing work on their behalf under the terms of this Agreement shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education and those of the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc.

3.2.1. Any and all materials contained in City of Waterbury student files that are entrusted to Consultant or gathered by the Consultant in the course of its services shall remain in the strictest confidence to prevent disclosure of the same. All information furnished by the City or gathered by Consultant shall be used solely for the purposes of providing services under this Agreement.

3.2.2. Consultant acknowledges that in the course of providing services under this Agreement, it may come into the possession of education records of City 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) Consultant and City shall comply with the requirements of said statute and regulations, as amended from time to time and Consultant agrees to use information obtained from the City or student education records only for the purposes provided in this Agreement. Without the prior written consent of the student's parent or guardian, as required by FERPA, Consultant has no authority to make disclosures of any information from education records. Consultant shall instruct its employees of their obligations to comply with FERPA.

3.3. Student Data Privacy. All student records, student information, and student-generated content (collectively, "Student Data") provided or accessed pursuant this Agreement are not the property of, or under the control of, the Consultant.

3.3.1 The City's Board of Education ("Board") shall have access to and the ability to delete Student Data in the possession of the Consultant except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Consultant. The Board may request the deletion of any such student information, student records or student generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of Student Data by the Consultant within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the Student Data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the Consultant that proper disposal of the data has occurred in order to prevent the unauthorized access or use of Student Data and that deletion has occurred in accordance with industry standards/practices/protocols.

3.3.2 The Consultant shall not use Student Data for any purposes other than those authorized pursuant to this Agreement.

3.3.3 A student, parent or legal guardian of a student may review personally identifiable information contained in Student Data and correct any erroneous information, if any, in such Student Data. If the Consultant receives a request to review Student Data in the Consultant's possession directly from a student, parent, or guardian, the Consultant agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Consultant agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in Student Data that has been shared with the Consultant, and correct any erroneous information therein.

3.3.4 The Consultant shall take actions designed to ensure the security and confidentiality of student data.

- 3.3.5** The Consultant will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of Student Data. Such notification will include the following steps: Upon discovery by the Consultant of a breach of Student Data, the Consultant shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.
- 3.3.6** Student Data shall not be retained or available to the Consultant upon expiration of the Agreement between the Consultant and City, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Consultant after the expiration of such Agreement for the purpose of storing student-generated content.
- 3.3.7** The Consultant and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.
- 3.3.8** The Consultant acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.
- 3.3.1.** The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other Agreement entered into by the Parties concerning Student Data.

3.4. 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.

3.5. 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.

3.6. 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. In case of dispute, the City may remove the rubbish and charge the cost to the Consultant.

3.7. 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, which consent shall not be unreasonably conditioned, delayed or withheld.

3.8. Standard of Performance. All software subscription services provided by Consultant to City under this Agreement, and training shall conform in all respects with the requirements of this Contract. In all cases, the services, materials, reports, plans, deliverables, etc. shall be equal to or better than the grade specified and meet or exceed industry standards 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.

3.9. 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:

3.9.1. 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.

3.9.2. 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;

- 3.9.3. 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.
- 3.9.4. 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.
- 3.9.5. has familiarized itself with the nature and extent of the Contract Documents, work, locality, and with all applicable 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;
- 3.9.6. has given the City written notice of any conflict, error or discrepancy that the Consultant has discovered in the Proposal Documents; and
- 3.9.7. 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.

3.10. Reporting Requirement. If applicable or requested by the City, the Consultant shall deliver monthly written reports to the City's 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. The Consultant, by signing this Agreement, represents that any such report provided to the City is done so with the full authorization of PowerSchool.

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. This section intentionally left blank.

5. 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 Parties agree 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 Parties agree 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.

- 6. Contract Term.** PowerSchool shall provide all licenses, work and services as required under this Agreement during the initial term commencing July 1, 2021 through June 30, 2026 (“Contract Term”). Consultant shall generally follow the implementation timetable as stated in its Response, attached hereto as Attachment A, and shall provide the City an updated timeframe upon execution of the Contract.

6.1. Time is and shall be of the essence for the provision of all training and other services provided herein. PowerSchool further agrees that the services shall be provided 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 PowerSchool and City, that the time for providing said services is reasonable. The PowerSchool shall be subject to City imposed fines and/or penalties in the event the Consultant breaches the foregoing dates.

- 7. Compensation.** The City shall compensate PowerSchool for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 7.

7.1. Fee Schedule. The fee payable to the Consultant for the Initial Term of this contract shall not exceed **Two Hundred Seventy Seven Four Hundred Thirty Seven Dollars and Fifty Cents (\$277,437.50)** and shall not exceed the yearly amounts as listed below and shall be in accordance with Consultant’s Revised Cost Proposal attached hereto in **Attachment A** unless otherwise amended by the Parties in accordance with the terms of this Agreement.

7.1.1.	Year 1 – July 1, 2021 - June 30, 2022 (Initial Subscription Term) Sixty Seventy Thousand, Four Hundred Eighty Seven Dollars and Fifty Cents and Ten Cents.....	\$67,487.50
7.1.2.	Year 2 – July 1, 2022 - June 30, 2023 Fifty Two Thousand, Four Hundred Eighty Seven Dollars and Fifty Cents	\$52,487.50
7.1.3.	Year 3 – July 1, 2023 - June 30, 2024 Fifty Two Thousand, Four Hundred Eighty Seven Dollars and Fifty Cents	\$52,487.50
7.1.4.	Year 4 – July 1, 2024 - June 30, 2025 Fifty Two Thousand, Four Hundred Eighty Seven Dollars and Fifty Cents	\$52,487.50
7.1.5.	Year 5 – July 1, 2025 - June 30, 2026 Fifty Two Thousand, Four Hundred Eighty	

Seven Dollars and Fifty Cents\$52,487.50

Total Cost.....\$277,437.50

7.2. Limitation of Payment. Compensation payable to the Consultant is limited to those fees set forth in Section 7.1. 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.

7.2.1. 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.

7.3. Review of Services. Upon written request at any time during the term of this Agreement and for a period of six (6) months thereafter, the Consultant shall make available and permit the City to review all applicable financial records and invoices detailing services and products provided and as generated pursuant to the services performed under the terms of this Contract. The Consultant shall maintain or cause to be maintained for a period of three (3) years following the expiration of this Agreement, all relevant 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 under this Agreement. 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.

7.4. Proposal Costs. All costs of the Consultant in preparing its proposal for **RFP No. 6970** 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.

7.5. 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 and third party licenses, 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 confirming that all payments required under this subparagraph have been made.

7.6. 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.

8. This section intentionally left blank.

9. Passing of Title and Risk of Loss. To the extent applicable, title to each item of, material, reports, assessments, plans, supplies, services, etc. required to be delivered to the City, if any, hereunder shall pass to City upon City payment to the Consultant for license. For the avoidance of doubt the City acknowledges that no ownership or other rights are granted to the City in any of Consultant's trade secret, proprietary, or other restricted and/or non-public information provided to the City in conjunction with this Agreement.

10. Indemnification.

10.1. The Consultant shall indemnify, defend, and hold harmless the City and its boards, the City's Board of Education, commissions, agents, officials and employees from and against all third party claims, suits, damages, losses, judgments, costs and expenses including reasonable attorney's fees arising out of or resulting from the Consultant's delivery of the labor, services, licenses, equipment, materials, reports, plans, specifications, 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 (other than the services itself) including the loss of use resulting there from, or (ii) are caused in whole or in part by any willful or negligent act or omission of the Consultant, its employees, any subcontractor(s), 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.

10.2. 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 10.1.1 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.

10.3. 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.

10.4. 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.

10.5. Intellectual Property Indemnification. The Consultant shall, to the extent permitted by law, defend, indemnify, and hold harmless the City from and against any and all losses, liabilities, costs, expenses and damages arising out of or relating to any claim by a third party alleging infringement of any Intellectual Property Rights as to the Consultant's Product(s), provided that the Consultant will have received from City (i) prompt written notice of such claim; (ii) the exclusive right to control and direct the investigation, defense, and settlement of such claim; and (iii) all reasonable and necessary cooperation of City (at the Consultant's expense)..

10.6. In the event this Contract and/or the Consultant'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.

10.7. Indemnification by City. To the extent permitted under applicable law, Customer agrees to indemnify and hold PowerSchool harmless against and from any claim, demand, expenses, or losses, including reasonable legal fees (including but not limited to attorney's fees, costs and expenses), made by any third party against PowerSchool due to or arising out of: (a) Customer's access, use of and/or connection to the PowerSchool Product(s); (b) Customer's sharing of any content obtained through access or use of the PowerSchool Product(s) to any third party; (c) Customer's violation of Section 2 (PowerSchool Products Subscription), or Section 3 (Proprietary Rights); (d) information Customer sent, submitted, electronically received, accessed, printed, downloaded, or transmitted through the PowerSchool Product(s); or (e) Customer's negligence or willful misconduct.

11. Consultant's Insurance.

11.1. The Consultant shall not commence work under this Contract until all insurance required under this Section 10, or as may be otherwise approved and agreed to by 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.

- 11.2.** 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.
- 11.3.** 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.
- 11.4.** 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:
- 11.4.1. 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.
- 11.4.2. Professional Liability Insurance:**
\$1,000,000.00 each claim
\$1,000,000.00 aggregate limit
- Professional liability (also known as, errors and omissions) insurance providing coverage to the Consultant.
- 11.5. 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.
- 11.6. 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.
- 11.7. Certificates of Insurance:** The Consultant's General, Automobile and Excess/Umbrella Liability Insurance policies 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 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 its 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 except Professional Liability."** 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.

11.8. 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.

12. 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.

12.4. 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.

12.5. 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.

12.6. 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.

12.3.1. 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.

12.3.2. 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.

13. **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, 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.

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.

13.1. 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, 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.

14. Termination.

14.1. 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 give the Consultant thirty (30) calendar days prior written notice and an opportunity to cure by the end of said thirty (30) day period and, if such failure or violation remains uncured, may terminate this Contract with immediate effect.

14.1.1. 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 seek just and equitable compensation for any satisfactory work completed for such.

14.1.2. 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.

14.2. Termination for Convenience of the City. The City may terminate this Agreement at any time for the convenience of the City, by a notice in writing from the City to the Sub-Grantee. If this Agreement is terminated by the City as provided herein, the Sub-

Grantee 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 Sub-Grantee covered by this Agreement, less payments of compensation previously made.

14.3. 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; provided, however, that the City represents and warrants that funds sufficient for this Contract have been appropriated for the current [2020-21] year.

14.3.1. 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.

14.3.2. 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.

14.3.3. 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.

14.4. Rights Upon Cancellation or Termination.

14.4.1. Termination for Cause. To the extent applicable, 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, assessments student data, studies, reports, 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. For the avoidance of doubt the City acknowledges that in any event, no ownership or other rights including use of Consultants products and services are granted to the City in any of Consultant's trade secret,

proprietary, or other restricted and/or non-public information provided to the City in conjunction with this Agreement. 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.

14.4.2. Termination for Lack of Funding. In the event of termination of this Contract by the City for lack of funding, 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, 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.

14.4.3. Termination by the Consultant. To the extent applicable, the Consultant A Party may, by written notice to the other Party, terminate this Contract if the other Party materially breaches, provided that the non-breaching Party shall give the other Party thirty (30) calendar days prior written notice and an opportunity to cure by the end of said thirty (30) day period and, if such breach remains uncured, the non-breaching Party may terminate this Contract with immediate effect. 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.

14.4.4. Assumption of Subcontracts. To the extent applicable, 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.

14.4.5. 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).

- 15. 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, documents, Student Data, studies, reports, provided to, and properly invoiced and paid for by the City under this Contract shall become the property of the City, where applicable. For the avoidance of doubt the City acknowledges that in any event, no ownership or other rights including use of Consultant's products and services are granted to the City in any of Consultant's trade secret, proprietary, or other restricted and/or non-public information provided to the City in conjunction with this Agreement.
- 16. 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:
- 16.1.** Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions;
 - 16.2.** war, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest, riots, or epidemics;
 - 16.3.** acts of governmental authorities such as expropriation, condemnation, changes of law and order or regulations, proclamation, ordinance, or other governmental requirement;
 - 16.4.** strikes and labor disputes; and
 - 16.5.** 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 notify the other Party in writing as soon as is practicable and use their best commercially reasonable efforts to meet their obligations under this Agreement.

- 17. Subcontracting.** The Consultant shall at all times remain solely responsible for the services to be provided pursuant to this Contract regardless of whether Contractor should choose to employ any agent(s), employee(s) or other representative(s) to perform any or all such service. Consultant acknowledges that all subcontractors 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.

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.

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.

11.9. Audit. Upon written request at any time during the term of this Agreement and for a period of six (6) months thereafter, the Consultant shall make available and permit the City to review all applicable financial records and invoices detailing services and products provided and as generated pursuant to the services performed under the terms of this Contract. The Consultant shall maintain or cause to be maintained for a period of three (3) years following the expiration of this Agreement, all relevant 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 under this Agreement. 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.

18. 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.

19. 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.

- 20. Entire Agreement.** This Contract and its Attachment A 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.
- 21. 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).
- 22. 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.
- 23. 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.
- 24. This section intentionally left blank.**
- 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 27.1, 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 27 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. 6970** and (ii) the Consultant's Revised Cost Proposal, and (iii) Consultant's Proposal responding to the aforementioned **RFP No. 6970**.
- 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 its 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 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 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: PowerSchool Group LLC
150 Parkshore Drive
Folsom, California 95630

City: City of Waterbury
Department of Education
236 Grand Street, 1st Floor
Waterbury, CT 06702

With a Copy to: City of Waterbury
Office of the Corporation Counsel
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 as may be amended from time to time. 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 34.6, 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 34.6 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 owned 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 34.7 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 34.1-34.7.
- 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 Agreement on the dates signed below.

WITNESSES:

CITY OF WATERBURY

Sign: _____
Print Name: _____

By: _____
Neil M. O'Leary, Mayor

Sign: _____
Print Name: _____

Date: _____

WITNESSES:

POWERSCHOOL GROUP LLC

Sign: _____
Print Name: _____

By: _____
Print Name: _____

Its: _____
(Title)

Sign: _____
Print Name: _____

Date: _____

ATTACHMENT A

1. PowerSchool's Revised Proposal and Cost Schedule to RFP No. 6970, dated June 4, 2021, consisting of 16 pages, attached hereto;
2. PowerSchool's Response to RFP No. 6970, dated May 24, 2021, excluding confidential information and contract compliance documents, consisting 66 pages, attached hereto;
3. PowerSchool's Main Services Agreement, January 1, 2021 Version, consisting of 28 pages, (incorporated by reference);
4. Any and all amendment(s) and Change Orders, issued by the City after execution of Contract (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); and
7. All licenses (incorporated by reference).

REQUEST FOR PROPOSAL BY
THE CITY OF WATERBURY RFP #6970

Department of Education – Academic Office

Online Grading and Data Management System – Secondary Schools (6-12)

The City of Waterbury, Department of Education, is seeking a multi-year contract for an online grading and data management system for its secondary school programming (grades 6-12).

A. Background and Intent

The Waterbury Public Schools currently has comprehensive assessments in place; however, are using antiquated processes to gather, analyze, disaggregate, and disseminate the data making data-driven decision making difficult and cumbersome. In order to engage in true data-driven decision making, district administrators, supervisors, principals, and teachers all need easy, real-time access to data that results from our internal district assessment system including district benchmarks and interim measures of student success. To that end, we are seeking proposals for a multi-year contract for an online grading and data management system that will enable us to engage in regular data analysis and decision making.

B. Qualifications

Eligible proposers will be those consultants, businesses, and institutions that have the following qualifications:

1. Experience and expertise in regard to providing the types of or similar services as those outlined in the Scope of Services in this RFP
2. A proposer with a proven track record in providing these types of or similar services for municipal governments.
3. Knowledge of Federal and State laws and regulations governing the services outlined in the scope of services.
4. Must have signed, or be able to sign the Connecticut Student Data Privacy Pledge prior to implementation in the district.
5. Experience in providing large-scale professional learning for staff via remote systems (such as Zoom or Google Meet) as well as on-going professional learning for staff.

C. Scope of Services

Proposals will need to include a five-year contract for the online system that includes the following:

- Timeline of Implementation
 - Training for central office and technology staff will be needed in July.
 - Training for staff/building/administration will begin in August (see below).
 - Full implementation for the start of the 2021-2022 school year.
 - On-going support for implementation required.
- Basic Software Requirements / Assessment Features
 - Ability to give our district internal assessments via
 - an online platform
 - print and scan feature with multi-page form options
 - Ability to create multiple versions of assessments
 - Ability to set unlimited individual and school/district level performance bands for assessments
 - Unlimited questions per assessment
 - Mobile App (iOS and Android compatible)
 - Paper scanning via
 - Mobile App
 - Document Camera
 - Laptop Camera / Web Cam
 - Question Types
 - Multiple Choice with ability to include multiple correct answers and partial credit
 - Rubric-based response
 - Basic and Advanced Number Grids
 - Ability to assign no credit to assignments
 - Standards Alignment Capabilities
 - Common Core State Standards
 - Next Generation Science Standards
 - National Foreign Language Standards
 - National Arts Standards
 - Ability to import additional standards as needed
 - Grade Transfer
 - Integration with our Student Information System (PowerSchool) for grade transferring abilities
 - Student Rostering
 - Automatic syncing with our SIS (PowerSchool)
 - LMS (Google Classroom) syncing
 - Learning Management System Integration
 - Integration with our current LMS, Google Classroom – non-negotiable (we are not interested in a new LMS)
 - Account Roles
 - System Administrator
 - District Administrator / Supervisor
 - Access to multiple schools (customization of this preferred)
 - Ability to run district-level and school-level reports by grade and teacher
 - Ability to drill down to student-level data as needed

- Ability to create and add assessments that can be “pushed out” to teachers
 - School-Based Administrator
 - Access to administrator’s school only
 - Ability to run grade-level, teacher-level, and student-level reports
 - Ability to drill-down to student level data
 - Teacher
 - Access to teacher’s data only
 - Ability to run teacher and student level reports
 - Ability to drill-down to student level data
 - Ability to create teacher-created assessments outside of the district assessments.
 - Co-teachers and Special Education Teachers can share student data
 - Ability to create custom rosters for support service and special education teachers
- Reporting Features
 - Ability to download data via CSV files as needed – however, this should not be the primary means for running reports
 - Score graphs
 - Item Analysis
 - Item Summaries
 - Student/class overviews
 - Student Reports (per-assignment/assessment)
 - Longitudinal Reports (assessments and Standards)
 - Question-level reports
 - Student Demographic Information
 - Student performance relative to classmates
 - Custom Student Groups
 - School/District Reporting Modes
 - Standards Overview
 - Students, Classes, Schools, and Grade levels by Standard
- Student Experience – Online Platform
 - Online student portal including the ability for the district to upload or re-create the district assessments in an online experience for students.
 - Online or app-based feedback to students
 - Integration into our current Learning Management System (LMS) – Google Classroom
 - Ability to provide students with materials and instructions as needed via PDF
 - Ability to provide per-student assessments including individualized materials for students for differentiation
 - Ability to provide students with both synchronous and asynchronous learning experiences using the online platform
- Training

- Systems Admin and Academic Office Training – must be scheduled during July so that the system can be up and running for the beginning of the school year
 - How to input and spot-check assessments
 - How to “push out assessments”
 - Basic reports training
- Beginning training for teachers (after assessments have been added by supervisors) 2 hour blocks for teachers – must be scheduled for August 24 between 8am and pm
 - How to access district assessments
 - How to administer assessments
 - How to run teacher-level reports
- Follow-Up training for teachers (virtual preferred) as requested (at least 4 hours of follow up training)
 - How to read/analyze reports
 - How to create teacher-created assessments
- Specific training for school-based administrators required in September (dates TBD - virtual preferred)
 - Running school-based reports
 - Running teacher-level reports
 - Running student-level reports
 - Running longitudinal reports
 - Using data to drive decision making
- Point-person for all questions / technical assistance
 - On-going support throughout the school year

D. Agreement Period

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be July 1, 2021 – June 30, 2026.

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. N/A
3. Proposers must sign items and any forms included in Attachment “A”.
 - a. (Contract Compliance Packet)
4. All questions and communications about this request for Proposal and submission requirements must be directed to the City of Waterbury Procurement website and must be received by 2:00 PM on May 14, 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 Procurement website by (May 18 2021, 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 City of Waterbury Department of Education Academic Office.

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 90 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 one paper copy 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 11:00AM on May 24, 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 for work to be performed in accordance with this RFP, 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:

- Have you ever failed to complete any work awarded to you? If so, where and why?
- 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

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.



PowerSchool Group LLC
 150 Parkshore Dr., Folsom, CA 95630
 Quote #: Q-510322 - 1
 Quote Expiration Date: 18-JUN-2021

Prepared By:	Kevin Killeen	Customer Contact:	Will Zhuta
Customer Name:	Waterbury School District	Title:	Director of Technology
Enrollment:	9,500	Address:	236 Grand Street
Contract Term:	60 Months	City:	Waterbury
Start Date:	3-JUN-2021	State/Province:	Connecticut
End Date:	2-JUN-2026	Zip Code:	6702-1930
		Phone #:	(203) 574-8331

Product Description	Quantity	Unit	Unit Price	Extended Price
Initial Term 3-JUN-2021 - 2-JUN-2022				
License and Subscription Fees				
PowerSchool Performance Matters Assessment Analytics Core+	9,500.00	Students	USD 4.68	USD 44,412.50
PowerSchool Performance Matters SEL Survey	9,500.00	Students	USD 0.00	USD 0.00
PowerSchool Performance Matters Grade Cam	9,500.00	Students	USD 0.85	USD 8,075.00
PowerSchool Performance Matters One Time Discount	1.00	Each	USD -15,000.00	USD -15,000.00

License and Subscription Totals: **USD 37,487.50**

Professional Services and Setup Fees				
PowerSchool PM Assessment and Analytics Advanced Deployment	1.00	Each	USD 22,000.00	USD 22,000.00

Professional Services and Setup Fee Totals: **USD 22,000.00**

Training Services				
Performance Matters Continuing Education – Remote	32.00	Hours	USD 250.00	USD 8,000.00

Training Services Total: **USD 8,000.00**

Quote Total	
Total Discount:	USD 24,262.50
Initial Term	3-JUN-2021 - 2-JUN-2022
Initial Term Total	USD 67,487.50

Annual Ongoing Fees as of 3-JUN-2022

PowerSchool Performance Matters Assessment Analytics Core+	9,500.00	Students	USD 4.68	USD 44,412.50
PowerSchool Performance Matters SEL Survey	9,500.00	Students	USD 0.00	USD 0.00
PowerSchool Performance Matters Grade Cam	9,500.00	Students	USD 0.85	USD 8,075.00

Annual Ongoing Fees Total: **USD 52,487.50**

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. On-Going PowerSchool Subscription/Maintenance and Support fees are invoiced at the then current rates and enrollment per terms of the main agreement executed between PowerSchool and Customer ("Main Services Agreement"). Any applicable state sales tax has not been added to this quote. Subscription Start and End Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote. All invoices shall be sent to Customer upon or promptly after execution of this quote, unless otherwise set forth in the applicable statement of work or Main Services Agreement (e.g., services billed on time and material basis will be invoiced when such services are incurred). Payment shall be due to PowerSchool before or on the due date set forth on the applicable invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for confirming this order and its own internal purposes, and no other. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months. Treatment of purchase orders are governed as provided in the Main Services Agreement. By execution of this quote, or its incorporation, this and future purchases of subscriptions or services from PowerSchool are subject to and incorporate the terms and conditions found at: <https://www.powerschool.com/msa/>

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC
Signature:



Printed Name: Eric Shander

Title: Chief Financial Officer

Date: 4-JUN-2021

Waterbury School District
Signature:

Printed Name:

Title:

Date:

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. On-Going PowerSchool Subscription/Maintenance and Support fees are invoiced at the then current rates and enrollment per terms of the main agreement executed between PowerSchool and Customer ("Main Services Agreement"). Any applicable state sales tax has not been added to this quote. Subscription Start and End Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote. All invoices shall be sent to Customer upon or promptly after execution of this quote, unless otherwise set forth in the applicable statement of work or Main Services Agreement (e.g., services billed on time and material basis will be invoiced when such services are incurred). Payment shall be due to PowerSchool before or on the due date set forth on the applicable invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for confirming this order and its own internal purposes, and no other. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months. Treatment of purchase orders are governed as provided in the Main Services Agreement. By execution of this quote, or its incorporation, this and future purchases of subscriptions or services from PowerSchool are subject to and incorporate the terms and conditions found at: <https://www.powerschool.com/msa/>

POWERSCHOOL GROUP LLC

Data Privacy Rider

(Connecticut)

This Data Privacy Rider ("Rider") amends the terms of the Licensed Product and Services Agreement ("Agreement") entered into by and between PowerSchool Group LLC ("PowerSchool") and the school, school district, or other entity licensing the Licensed Product ("Licensee").

Whereas, the Connecticut General Assembly passed Public Act 16-189 (as amended), "An Act Concerning Student Data Privacy" ("Act") that delineates specific protections of student information in all contracts involving the use of such information; and

Whereas, it is the intent and desire of the parties to comply fully with the Act; and

Whereas, the parties wish to comply with Act by the means least disruptive to existing contractual arrangements;

Therefore, the parties agree as follows:

1. Term

1.1. This Rider is effective as of the executed date below, and shall terminate upon the termination of the Licensed Product and Services Agreement.

2. Definitions

2.1. The terms "directory information," "de-identified information," "personally-identifiable information," "school purposes," "student information," "records," "student-generated content," and "targeted advertising," shall be as defined by Public Act 16-189, as amended.

2.2. The terms "education records" shall be as defined by the Family Educational Rights and Privacy Act of 1974, ("FERPA"), codified at 20 U.S.C § 1232g (as amended); and its implementing regulations, 34 CFR 99.1 -99.67 (as amended).

2.3. Capitalized terms not explicitly defined in this Rider shall retain the definitions provided within the Agreement.

3. Purpose

3.1. The Parties agree that the purpose of this Rider is to detail the obligations of both Parties relative to the safety and confidentiality of student information, student records and student-generated content (collectively, "student data"), which student data may be provided to PowerSchool in connection with PowerSchool's provision of services pursuant to the Agreement.

4. Data Ownership and Control

4.1. All student data provided or accessed pursuant to this Agreement is and remains under the control of the Licensee. All student data are not the property of, or under the control of, PowerSchool.

4.2. The Licensee may request that PowerSchool delete student data in PowerSchool's possession by sending such request to PowerSchool by electronic mail. PowerSchool will delete the requested student data within a reasonable time of receiving such a request.

4.3. During the entire effective period of this Rider, the Licensee shall have control of any and all student data provided to or accessed by PowerSchool. If a student, parent or guardian requests deletion of student data, PowerSchool

agrees to notify the Licensee as soon as reasonably possible and agrees to not delete such student data because it is controlled by the Licensee.

4.4. PowerSchool shall not use student data for any purposes other than those authorized in the Agreement, and may not use student data for any targeted advertising.

4.5. If PowerSchool receives a request to review student data in PowerSchool's possession directly from a student, parent, or guardian, PowerSchool agrees to refer that individual to the Licensee and to notify the Licensee as soon as reasonably possible. PowerSchool agrees to work cooperatively with the Licensee to permit a student, parent, or guardian to review personally identifiable information in student data that has been shared with PowerSchool, and correct any erroneous information therein.

4.6. PowerSchool shall not sell, rent or trade student data.

4.7. Notwithstanding Paragraph 4.6, PowerSchool shall have the right to assign this Rider or rights hereunder or delegate obligations to any third party that has acquired all or substantially all of its assets or business, whether by merger, acquisition, transfer, reorganization or otherwise; provided that any such assignment or delegation to any affiliate or third party acquirer is conditioned upon assignee's assumption of all obligations and liabilities of PowerSchool hereunder.

5. Data Security

5.1. PowerSchool shall implement and maintain security procedures and practices designed to protect student data from unauthorized access, destruction, use, modification or disclosure that, based on the sensitivity of the data and the risk from unauthorized access,

5.1.1. Use technologies and methodologies that are consistent with the guidance issued pursuant to American Recovery and Reinvestment Act of 2009, Public Law 111-5, § 13402(h)(2), 42 U.S.C. § 17932, as amended from time to time,

5.1.2. Maintain technical safeguards as it relates to the possession of student records in a manner consistent with the provisions of 45 CFR 164.312, as amended from time to time, and

5.1.3. Otherwise meet or exceed industry standards.

5.2. PowerSchool shall not collect, store, or use student data or persistent unique identifiers for purposes other than the furtherance of school purposes, pursuant to the Agreement.

5.3. The Licensee and PowerSchool shall ensure compliance with the Family Educational Rights and Privacy Act of 1974, 20 USC 1232g, as amended.

6. Data Retention

6.1. PowerSchool shall not retain, and the Licensee shall not otherwise make available, any student data upon completion of the contracted services.

6.2. Subject to the foregoing, upon completion of the contracted services, to be determined mutually by the Licensee and PowerSchool, original student data will be destroyed. By mutual agreement, PowerSchool may keep such de-identified student information or aggregated student information for improvement of PowerSchool's services. Destruction of original student data will be confirmed with the Licensee upon completion.

7. Data Breach

7.1. A. Upon the discovery by PowerSchool of a breach of security that results in the unauthorized release, disclosure, or acquisition of student data, PowerSchool shall provide notice to the Licensee as soon as reasonably possible, but not more than thirty (30) days after such discovery ("Notice"). The Notice shall be delivered to the Licensee and shall include the following information, to the extent known at the time of notification:

7.1.1. Date and time of the breach;

7.1.2. Names of student(s) whose student data was released, disclosed or acquired; and

7.1.3. The nature and extent of the breach;

7.2. Upon discovery by PowerSchool of a breach, PowerSchool shall conduct an investigation and reasonably restore the integrity of its data systems and, without unreasonable delay, but not later than thirty (30) days after discovery of the breach, shall provide the Licensee with a detailed notice of the breach, including but not limited to:

7.2.1. the date and time of the breach;

7.2.2. name(s) of the student(s) whose student data was released, disclosed or acquired;

7.2.3. nature and extent of the breach; and

7.2.4. measures taken to ensure that such a breach does not occur in the future.

7.3. PowerSchool agrees to cooperate with the Licensee with respect to investigation of the breach and to reimburse the Licensee for costs associated with responding to the breach, including but not limited to the costs relating to notifications as required by Public Act 16-189.

7.4. Notwithstanding the breach notifications required in this Section, PowerSchool shall provide the Licensee with a copy of the notification that it provides to a student or the parents or guardians of such student pursuant to Public Act 16-189. The copy of such notice shall be provided to the Licensee by electronic mail on the same date that it is provided to the student or parents or guardians of such student. The Parties agree that the following information shall be included in PowerSchool's notice of breach to a student or parent or guardian of a student:

7.4.1. Name of the student being notified whose student data was released, disclosed or acquired, which shall not include the names of other students;

7.4.2. Date and time of the breach.

8. Other Provisions

8.1. The laws of the state of Connecticut shall govern this Rider.

8.2. The terms and provisions of this Rider will amend and/or supersede conflicting terms in any other contract between the parties, whether such contract be express or implied, written or unwritten, existing or yet to be formed.

8.3. This Rider shall be interpreted so as to give effect to the parties' mutual intent that all their contractual relationships comply with Connecticut P.A. 16-189, as amended.

8.4. This Rider is not binding unless executed by the Board of Education of the Licensee.

8.5. The individual executing this Rider on behalf of PowerSchool represents that he or she is authorized by PowerSchool to do so.

8.6. If any provision of this Rider or its application is held invalid by a court or other tribunal of competent jurisdiction, such invalidity will not affect other provisions or applications of the Rider that can be given effect without the invalid provision or application.

8.7. The parties understand and agree that pursuant to the Act, notice and a description of this agreement will be provided to the parent(s)/guardian(s) of affected students and, in addition, the contract will be posted on the Licensee's website.

IN WITNESS WHEREOF, the parties' authorized signatories have duly executed this Rider and quote above on the date set forth below.

POWERSCHOOL GROUP LLC

Waterbury School District

Signature:

Signature:



Printed Name: Eric Shander

Printed Name:

Title: Chief Financial Officer

Title:

Date: 4-JUN-2021

Date:

Statement of Work

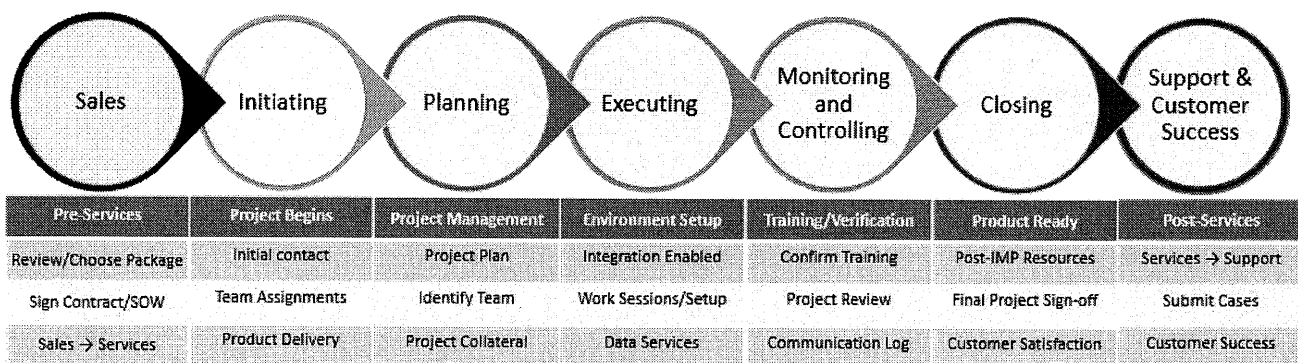
Purpose of Document

The purpose of this Statement of Work ("SOW") between PowerSchool Group LLC ("PowerSchool") and Customer ("You", "Your") is to outline the process, approach, and completion criteria for each step of the process to implement PowerSchool. This document covers the roles and responsibilities of the PowerSchool Project Manager, Implementation Specialist(s), and Customer in each step of the PowerSchool implementation process, serving as an outline of services PowerSchool is expected to deliver. This SOW calls out specific functional areas of PowerSchool that are covered for implementation services and level of coverage.

Successful implementation of new software requires proven project management and methodology. The timeline will be mutually adapted within a project management tool between PowerSchool and the Customer. PowerSchool provides a comprehensive package of services designed to ensure Your PowerSchool deployment project meets Your unique needs and expectations. Additional training, consulting and customization services can be purchased to help augment additional needs You may have with Your PowerSchool deployment. The delivery of Professional Services contained in this document will be provided remotely. If travel is required, all travel related expenses will be invoiced as incurred.

We will partner with You and be Your liaison to PowerSchool during the implementation. You will have a project team to help you, as a Customer, connect to other PowerSchool services and support, while also providing project planning, communication, project execution, and product specialist consulting. For a successful PowerSchool implementation, it is important that You understand the responsibilities, carve out the time required and keep on pace with the timeline. This will involve gathering information, helping Your team come to agreement on configuration and data standardization, your own product training and monitoring other staff assigned training for completion, adjusting desk level procedures, and planning for go live among several other tasks. The overall steps included in a project are outlined below.

This Statement of Work is subject to the terms and conditions of the current master agreement between the parties and any associated policies, pursuant to which PowerSchool has licensed the PowerSchool application to the Customer.



Released January 2021

Document Owner: PowerSchool Group LLC, Product Deployment Solutions

This edition applies to the current PowerSchool software and to all subsequent releases and modifications until otherwise indicated in new editions or updates. The data and names used to illustrate the reports and screen images may include names of individuals, companies, brands, and products. All of the data and names are fictitious; any similarities to actual names are entirely coincidental.

General Assumptions

1. Implementation services will be delivered remotely unless onsite services are purchased separately.
2. Client is to provide a data extract to PowerSchool in accordance with Tiered Service package selected.
3. Implementation timeline is stated within the Planning Phase, extending the timeline may require the customer to purchase additional services.
4. Implementation services are completed when delivered and the deliverable acceptance procedure is complete.
5. Services identified are for PowerSchool start-up and do not include customizations, including integration layouts, document templates, reports, etc. Additional services are available and can be purchased for items out of the scope of implementation (see Project Change Control and Escalation Change Procedure section of this document).
6. Customer will adhere to the active PowerSchool Cancellation Policy. "Services Cancellation: Licensee shall pay a cancellation charge equal to fifty percent (50%) of the services fee and any non-refundable expenses incurred by PowerSchool if Licensee cancels any scheduled professional services less than fourteen (14) days before the occurrence of any service dates that PowerSchool has scheduled at Licensee's request."
7. Customer must identify a designated Customer project lead before the project kick-off meeting. The Customer project lead will be responsible for delivering all sections of the "Customer Responsibilities" included in the SOW in a complete manner within the project timeline.
8. The designated Customer project lead should be an employee of the organization implementing PowerSchool. Customers that hire third-party organizations to act on the behalf of the Customer for implementation may be required to sign a waiver form provided by PowerSchool, indicating that the third-party organization is authorized to act on the Customer's behalf when interacting with PowerSchool. The Customer will be responsible for maintaining proper communication channels with third party organizations hired by the Customer.
9. All sign offs must be done by an employee and designated signatory of the Customer. Third party entities engaged by the Customer are not acceptable signatories for any project sign offs.
10. The PowerSchool Project Manager and/or Application Specialist will guide Customer to available procedures, guidelines, standards, reference materials and system/application documentation.
11. Implementation Services is assuming the product will be deployed as-is, items outside of Scope of Work must go through the change control procedures (see Project Change Control and Escalation Procedure in this document).

Released January 2021

Document Owner: PowerSchool Group LLC, Product Deployment Solutions

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Deliverables Acceptance Procedure

Deliverables Acceptance

This Statement of Work outlines PowerSchool deliverables for each phase of the implementation project in the PowerSchool Objections and Completion Criteria sections. Each deliverable will be reviewed and accepted in accordance with the following procedure:

- Deliverable will be submitted or delivered to the Customer project lead or designated Customer team member. It is the Customer project lead's responsibility to review and accept deliverable as complete.
- Within six (6) business days of completion of the project the Customer project lead will either accept the final deliverables or provide the PowerSchool implementation specialist a written list of objections. If no response from the Customer project lead is received within six (6) business days, then the deliverables will be deemed accepted, unless the Customer requests an extension.
- The PowerSchool implementation specialist will consider the Customer's objections within the context of PowerSchool's obligations as stated within this Statement of Work. Revisions agreed to by PowerSchool will be applied at which time the deliverables will be reviewed within six (6) business days and the Customer project lead either will accept the deliverables or provide the PowerSchool implementation specialist a written list of objections. If no response is received within six (6) business days, then the deliverables will be deemed accepted, unless the Customer requests an extension.
- Customer objections that are not agreed to by PowerSchool will be managed in accordance with the Project Change Control Procedure described below. If resolution is required to a conflict arising from Customer's objection to a deliverable, the Customer and PowerSchool will follow the Escalation Procedure described below.
- All deliverables required to be delivered hereunder are considered to be owned by PowerSchool with unlimited internal use by the Customer, unless otherwise noted.

Project Change Control and Escalation Procedure

Project Change Control

The following process will be followed if additional services to this Statement of Work are required or desired.

- A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, rationale for the change and the effect the change will have on the project.
- The designated Customer project lead will review the proposed change and recommend it for further investigation or reject it. A PCR must be signed by the authorized Customer project lead to authorize quote for additional services. If the Customer accepts additional services and charges, a change to the original purchase order or new purchase order is required. Change to this Statement of Work through additional addendum will authorize additional scope and work.
- A written Change Authorization and/or PCR must be signed by authorized representatives from both parties to authorize implementation of the investigated changes. Until a change is agreed upon in writing, both parties will continue to act in accordance with the latest agreed version of the SOW.

Customer Escalation Procedure

The following procedure will be followed if resolution is required for a conflict arising during the

- **Level 1:** Customer project lead will notify PowerSchool Project Manager via email with details of escalation.
- **Level 2:** If the PowerSchool Project Manager cannot provide resolution or path to resolution five (5) business days from receipt of level 1 escalation email, the Customer project lead will notify PowerSchool manager via email to – pmleadership@powerschool.com
- **Level 3:** If the concern remains unresolved after Level 2 intervention, resolution will be addressed in accordance with Project Change Control Procedure or termination of this SOW under the terms of the Contract.

During any resolution, PowerSchool agrees to provide services related to items not in dispute, to the extent practicable, pending resolution of the concern. The Customer agrees to pay invoices per the Contract, as rendered.

Performance Matters Assessment & Analytics

Advance Statement of Work

Initiating

PowerSchool Responsibilities

- Send Welcome Email and Intake Survey
- Identify PowerSchool Project Team
 - Project Manager
 - Application Specialist(s)
 - Education Impact Consultant (EIC)
- Schedule Session One: Kickoff Meeting
- Provision and configure production environment

Customer Responsibilities

- Complete Intake Survey
- Identify Customer Project Team
 - **Primary Contact:** this individual is the primary point of contact between PowerSchool and customer for the duration of the project; they will distribute tasks to the customer project team and will partner with PowerSchool to ensure the implementation remains on track and milestones are completed on time.
 - **Assessment & Curriculum Director:** this individual is a district-level administrator who is knowledgeable about curriculum and content; they will partner with PowerSchool to ensure that assessment and curriculum requirements are being met, and will provide insight into how Performance Matters can better meet those needs.
 - **Data Lead Specialist:** this individual is a data administrator, or anyone with administrative access to your SIS; they should also be familiar with exporting data files.
- Schedule Session One: Kickoff Meeting
- Identify assessment data measures that will be imported during implementation
- Identify methods for exporting and providing assessment data measures

Completion Criteria

This activity will be considered complete when:

- Intake Survey is completed
- Project Teams are identified
- Session One: Kickoff Meeting is scheduled



Performance Matters Assessment & Analytics

Advance Statement of Work

Planning

PowerSchool Responsibilities

- Conduct Session One: Kickoff Meeting
- Provide best practice recommendations on roles, resources, and milestones
- Update the Project Plan to reflect anticipated implementation timeline and assigned resources
- Identify tentative dates for training
- Schedule regular project status update sessions

Customer Responsibilities

- Attend Session One: Kickoff Meeting
- Partner with PowerSchool resources to establish implementation timeline and business needs
- Partner with PowerSchool resources to establish tentative training dates
- Review provided PowerSchool documents post-Kickoff Meeting
- Manage business process change

Completion Criteria

This activity will be considered complete when:

- Session One: Kickoff Meeting is completed
- The Project Plan is revised and updated
- Authentication document is completed and delivered



Performance Matters Assessment & Analytics

Advance Statement of Work

Authentication Services

As part of these services, PowerSchool will assist the customer to configure Single Sign On (SSO) for the PowerSchool product(s) undergoing implementation under the scope of this statement of work. Additionally, PowerSchool will assist with the enablement of the PowerSchool AppSwitcher for any other live PowerSchool product(s) (i.e. already implemented) where AppSwitcher is supported. This will be a one-time setup for which the PowerSchool implementation team will assist with the setup and configuration of the authentication services for live product(s), and the currently implemented product(s).

PowerSchool Responsibilities

- Update user accounts to ensure matching between systems
- Configure SSO
- Configure AppSwitcher with current and new PowerSchool products

Customer Responsibilities

- Identify and enable the Identity Provider (IDP) for setting up of SSO
- Test the setup of Authentication services and AppSwitcher

Completion Criteria

- Customer signs the final checklist that Authentication Services are complete

Performance Matters Assessment & Analytics

Advance Statement of Work

Executing

During the Executing phase of the implementation project, PowerSchool will partner with the customer to configure and set up the solution, dictated by the package and services purchased:

Assessment & Analytics Advanced Package | 14-Week Implementation

- Analytics (Baseball Card, Scoreboard, My Dashboard)
- Assessment (OLA, SIA)
- Comprehensive Data Imports
 - Core Files (student, teacher, course, schedule, school)
 - Grades, Attendance (daily and/or period), Discipline
- State assessment measures data imports (including up to three years of historical data)
- Partner assessment measures data imports
 - iReady
 - STAR
- Five supported third-party assessment measures data imports (including up to three years of historical data)
- Integrations (as applicable)
 - PowerSchool SIS Gradebook Writeback
 - eSchoolPLUS Teacher Access Center Writeback
 - Schoology
 - Kickboard
- Interventions & Early Warning System (EWS)
- Staff & Student SSO (SAML)
- Training: 4 Achievement Practices Days

Throughout the implementation project, PowerSchool will schedule and conduct regularly recurring working sessions, roughly following the below guidelines.

Performance Matters Assessment & Analytics

Advance Statement of Work

Please note: this is a tentative outline of each project session, and is subject to change based on timeline requirements):

Session	Topics
Planning	
Session 1: Kickoff Meeting	Review Implementation Process, Deliverables, Expectations, Project Plan Capture answers to Discovery Questions
Executing	
Session 2: Core Data	Pull & Schedule Core Files (Student, Teacher, Course, Schedule, School) Pull & Schedule Grades, Attendance (daily and/or period), Discipline Review requirements and layouts for assessment files
Session 3: Assessment Data Review	Address outstanding questions related to core data imports Verify completion of core data import and signoff on each type Review color cuts for grades and assessment data requirements Review imported assessment data
Session 4: Settings and Permissions	Review imported assessment data and signoff on each assessment type Review and configure settings and permissions
Session 5: Student Login, Custom User Files	Review Student Login and Custom User files Review scanner setup (if applicable)
Session 6: Custom Filter, Student Portal	Discuss process for updating non-staff users Review Custom Filter File Review Student Portal Review and schedule training
Session 7: Early Warning System (EWS)	Review and configure EWS Confirm EWS configuration completed
Session 8: Project Review	Ensure any outstanding items are addressed Introduce project closure process and next steps
Monitoring	
Session 9: Admin Walkthrough	Review solution end-to-end Discuss next steps and roll-out plan Review and complete Confirmation of Deliverables document
Session 10: Transition to Support	Review methods for contacting Support Introduce next steps and complete implementation project

Performance Matters Assessment & Analytics

Advance Statement of Work

PowerSchool Responsibilities

Project Management

- Schedule and conduct regularly recurring remote working sessions
- Maintain project plan with updated assignments and due dates
- Provide status updates and meeting notes to all project team members
- Ensure timely completion of milestones and maintain adherence to project timeline
- Partner with customer to coordinate training and product rollout

System Configuration & Data Imports

- Provision production site and configure features and permissions
- Collaborate with customer to pull and schedule core data and grades, attendance, and discipline
- Collaborate with customer to import and validate assessment data using provided templates
- Collaborate with customer to ensure solution is configured appropriately

Consulting

- Offer consultative services adhering to best practices
- Partner with customer to coordinate training and product rollout

Customer Responsibilities

- Participate in regularly recurring remote working sessions
- Track completion of assigned tasks and determined due dates in project plan
- Ensure timely completion of deliverables and milestones while maintaining adherence to project timeline
- Collaborate with PowerSchool to pull and schedule core data and grades, attendance, and discipline
- Extract assessment data from existing system(s) and provide in the requested format through SFTP account
- Collaborate with PowerSchool to import and validate assessment data using provided templates
- Review and verify accuracy of imported data
- Collaborate with PowerSchool to ensure solution is configured appropriately
- Manage customer process change throughout the project
- Review and verify solution configuration throughout the duration of the project
- Provide signoff on specified milestones to confirm completion throughout project
- Collaborate with PowerSchool for consultation and best practices

Completion Criteria

This activity will be considered complete when:

- Core data has been pulled, scheduled, and verified
- Assessment data has been imported and validated

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Performance Matters Assessment & Analytics

Advance Statement of Work

- Consultation services have been provided to ensure best practices and effective adoption
- Customer has provided signoff on project milestones

Monitoring

PowerSchool Responsibilities

- Provide guidance for standard user acceptance testing procedures
- Collaborate with customer to schedule purchased training session(s)
- Collaborate with customer for consultation and best practices

Customer Responsibilities

- Complete standard user acceptance testing procedures
- Collaborate with PowerSchool to schedule purchased training session(s)
- Collaborate with PowerSchool for consultation and best practices
- Manage business process change throughout the project

Completion Criteria

This activity will be considered complete when:

- Customer has completed standard user acceptance testing
- Customer has scheduled and coordinated training sessions(s)

Closing

PowerSchool Responsibilities

- Review and verify completed project deliverables to finalize completion of project scope
- Introduce customer to Support contact methods
- Provide Confirmation of Deliverables document to customer for approval
- Provide Customer Satisfaction Survey

Customer Responsibilities

- Review and verify completed project deliverables to finalize completion of project scope
- Review Support contact methods and understand that Support will be the primary contact at project completion
- Review Confirmation of Deliverables document and provide approval
- Complete Customer Satisfaction Survey

Completion Criteria

This activity will be considered complete when:

- Customer provides approval of Confirmation of Deliverables document

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Waterbury Public Schools

REQUEST FOR PROPOSAL RFP #6970

Online Grading and Data Management System – Secondary Schools (6-12)

Due: 24 May 2021 | 11:00 AM

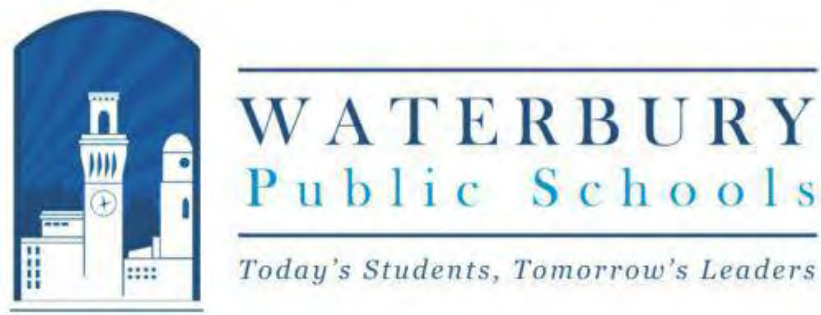
COPY



POWERSCHOOL GROUP LLC

150 Parkshore Dr. T: 916.288.1725
Folsom, CA 95630 F: 916.288.1585

[PowerSchool.com](https://www.PowerSchool.com)



Request for Proposal
RFP #6970
Online Grading and Data Management System –
Secondary Schools (6-12)

PowerSchool Group LLC Response



CONTACT INFORMATION

Following is our location and contact information. Should you have any questions about this response or our proposed PowerSchool solution, we would be happy to provide further information and a product demonstration.

**RFP Response
Authorized
By:** **Philip Radmilovic**
Vice President, Controller
(916) 288-1725
pssrfp@powerschool.com

Contacts: **Kevin Killeen**
Account Manager
(916) 413-0716
kevin.killeen@powerschool.com

**PowerSchool
Corporate
Office:** **PowerSchool Group LLC**
150 Parkshore Drive
Folsom, CA 95630
www.powerschool.com

John-Paul Ramin
Regional Vice President, Enterprise
Sales
john-paul.ramin@powerschool.com

PowerSchool's response is subject to the Statement of Understanding included in this response.

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May 19, 2021

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

PowerSchool Group LLC
150 Parkshore Drive
Folsom, CA 95630
www.powerschool.com

RE: RFP #6970 | Online Grading and Data Management System – Secondary Schools (6-12)

Dear Mr. McCaffery,

PowerSchool is pleased to respond to the City of Waterbury Request for Proposal (RFP) for an Online Grading and Data Management System for Waterbury Public Schools (WPS). To exceed your requirements, PowerSchool is proposing PowerSchool Performance Matters Assessment, a comprehensive platform for all your student assessment and reporting needs. As an existing PowerSchool SIS user, your district will gain a more robust, secure, and feature rich assessment solution than any other vendor can provide.

The RFP states the District is seeking “easy, real-time access to data that results from [your] internal district assessment system including district benchmarks and interim measures of student success.” PowerSchool provides different longitudinal ad-hoc reports that are available for any user based on their level of security. The on-demand reporting utilizes any data measure: local assessment results, grades, state assessments, national assessments, third-party assessments, or a mixture of any of these. These are loaded into the platform for growth and performance analysis.

Further, the District needs a solution that “will enable [you] to engage in regular data analysis and decision making.” PowerSchool provides data in formats that are easy to consume and that educators understand. A combination of pre-built dashboards and easy-to-create custom reports saves educators time, supporting the transition from analysis to decision making. The ability to quickly set thresholds to identify students shortens the distance between instruction, assessment, and remediation.

As a partner of WPS since 2016, PowerSchool is intimately familiar with the district and its initiatives to better prepare students for graduation and beyond. With the addition of PowerSchool Performance Matters, WPS will have deeper insight into student performance, ensuring that your educators have the data they need to better personalize instruction and address learning loss that may have happened over the past year.

As a company who shares WPS’ passion for student success and community collaboration, PowerSchool is excited to support this important initiative. As a next step, you can reach out to your dedicated contact, Kevin Killeen at (916) 413-0716 or kevin.killeen@powerschool.com.

Sincerely,



Philip Radmilovic, Vice President, Controller

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Executive Summary

Meeting the Goals of the RFP

Waterbury Public Schools' strategic plan and goals are aligned with the Portrait of the Graduate, providing clear direction on how to best prepare students for graduation and beyond. The requirements in your RFP support your vision and PowerSchool's response demonstrates that we are ready to meet the stated qualifications of the RFP, including:

Qualification: Experience and expertise in regard to providing the types of or similar services as those outlined in the Scope of Services in this RFP.

PowerSchool Solution: PowerSchool has the necessary experience and resources needed to successfully manage and complete a project of this scope. PowerSchool's large district and state-wide success can be directly attributed to a best-in-class Professional Services Team providing the planning, preparation, and training that accompanies each implementation. Every PowerSchool implementation adheres to the methods of the Project Management Institute; in fact, many of the professional services resources

we use to implement our solutions are Project Management Institute (PMI®) Certified. Many of our staff come from an education background, bringing the understanding of different district roles and needs to this project. Our Project Team will provide experienced and appropriately skilled personnel to ensure the successful implementation and deployment of the PowerSchool solution within the District.

Qualification: A proposer with a proven track record in providing these types of or similar services for municipal governments.

PowerSchool Solution: PowerSchool has consistently and reliably supported K-12 public school districts for nearly two decades. We have implemented PowerSchool solutions in Connecticut (over 125 Connecticut school districts) and around the globe. Each of these customers relied on PowerSchool Group LLC's proven professional services teams to implement the system that now supports their day-to-day operations. Our experience in implementing and delivering

ed tech solutions on time and with quality training is unmatched.

Qualification: Knowledge of Federal and State laws and regulations governing the services outlined in the scope of services.

PowerSchool Solution: PowerSchool's state compliance team and data security teams ensure our solutions are aligned with all the latest federal and state laws and regulations, from in-platform accessibility, accommodations, and security to standards, assessments, and reporting. PowerSchool compliance initiatives are driven by many regulations including FERPA (Family Educational Rights and Privacy Act Regulations), HIPPA (Health Insurance

Portability and Accountability Act), the Children's Online Privacy Protection Act, Breach Laws, Data Residency Laws, the Digital Millennium Copyright Act (DMCA), the Sarbanes-Oxley Act, and state contracts for reporting.

Qualification: Must have signed, or be able to sign the Connecticut Student Data Privacy Pledge prior to implementation in the district.

PowerSchool Solution: PowerSchool is committed to protecting your data and has taken the Student Privacy Pledge sponsored by the Software & Information Industry Association (SIIA) and The Future of Privacy Forum. In addition to this, PowerSchool supports the most critical processes of managing student, class, and school data, and we are committed to the highest standards of protection for student data and Personally Identifiable Information (PII).

PowerSchool independently verifies its security posture to the internationally recognized standard for information security management system (ISMS) and holds ISO 27001:2013 certification.

Our PowerSchool Cloud solution provider's data center facilities are housed in state-of-the-art facilities that are in alignment with security best practices and a variety of IT security standards including HIPAA, FERPA, SOC 1/SSAE 16/ISAE 3402 (formerly SAS 70), SOC 2, SOC 3, PCI DSS Level 1 and many others. They provide multiple challenge points and employ an extensive series of security protocols throughout all datacenter areas to ensure your data is 100% secure.

Qualification: Experience in providing large-scale professional learning for staff via remote systems (such as Zoom or Google Meet) as well as on-going professional learning for staff.

PowerSchool Solution: Part of our success in K-12 district implementations comes from our team of former educators and professionals who have worked in district- and state-level positions and have direct experience with deploying and operating large platforms. PowerSchool has developed standard processes to guide each implementation. These processes ensure consistent project monitoring, an implementation with clear milestones, and a well-defined path for issue resolution and change control.

PowerSchool Solution

PowerSchool has thoroughly reviewed the requirements of the RFP and is proposing PowerSchool Performance Matters Assessment.

PowerSchool Performance Matters Assessment

Get the power to identify student trends and take meaningful actions to improve success with PowerSchool Performance Matters Assessment, a district-wide assessment product. Performance Matters Assessment is a dynamic tool for educators to author and administer assessments that make gauging student achievement simple and straightforward, including easy and accessible administration tools, full coverage of standards, and an accurately gauge mastery of knowledge and skills.

Our proposal clearly demonstrates the benefits of using this solution. To further highlight their strength and value, we are providing the following videos:



**PowerSchool Performance
Matters Assessment & Analytics***

<https://bit.ly/3ff5p30>

*PowerSchool Performance Matters Analytics is offered as an additional optional solution. Pricing for this is available upon request.



**PowerSchool SIS and
Performance Matters Integration**

<https://bit.ly/3tFol01>



Evaluation Criteria

The District outlined the evaluation criteria for this proposal and PowerSchool meets each one:

District Criteria	PowerSchool Response
Proposed statement of work. Emphasis will be on grasp of the issues involved, soundness of approach and the quality of the overall proposal.	Our proposal clearly outlines our proposed solution and services and how they resolve the concerns defined in your RFP.
Proposed cost schedule.	PowerSchool submitted a price proposal within a separately sealed envelope which lists license and implementation costs.
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.	PowerSchool's response highlights the success we have had with similar implementations, including a customer success video underscoring the success at St. Mary's County Public Schools. Our Executive Summary as well as our Statement of Qualifications describe how we meet the qualifications listed in your RFP. PowerSchool's Work Plan includes a description of services and resumes that demonstrate the District will be assigned team members that bring years of experience in implementing PowerSchool solutions.

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.

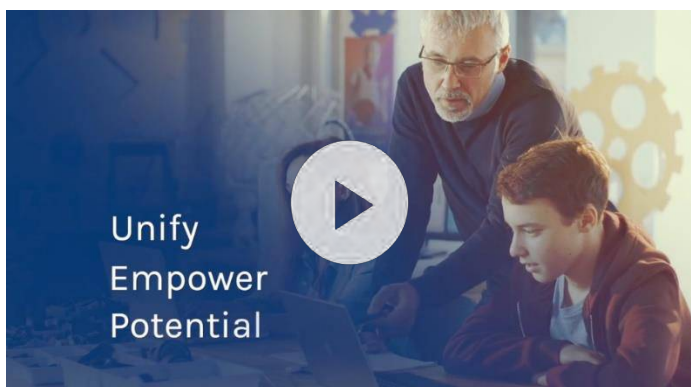
Having implemented PowerSchool SIS, PowerSchool Enrollment, and Special Programs, WPS is a valued partner and familiar with the services that PowerSchool offers. PowerSchool's experienced team will work with WPS to establish clear expectations, maintain open communication, and deliver on time and within budget.

Company Overview

20+ Years of Innovation. PowerSchool has a successful history of leading the education technology industry. Established in 1997, our commitment to providing educators the best tools to help students succeed has fueled our passion to unite educational technology into one, easy-to-use solution. During our long history of innovation, we have made significant investments in the development of our solutions to eliminate traditional technology silos. The results have streamlined administrative processes and informed classroom instruction with comprehensive data.

At PowerSchool, our mission is to power the education ecosystem with unified technology that helps educators and students realize their potential, in their way. What this means for our Districts is a strong partnership with a passionate, growing company of 2,400 plus employees -- including more than 600+ developers -- dedicated to your goals, objectives, and success.

PowerSchool is fully committed to meeting your technical requirements and support of your needs. PowerSchool representatives will provide local assistance with technical issues and expert advice along with first-hand knowledge of the education landscape. With a large portion of our staff coming from the education field, they are not only experts with our technology but also have the experience needed to fully understand the individual needs of educators.



<https://bit.ly/30HNQIL>

Click the link below to access videos on PowerSchool TV or navigate to <https://www.youtube.com/PowerSchool1>



Connecticut Knows PowerSchool



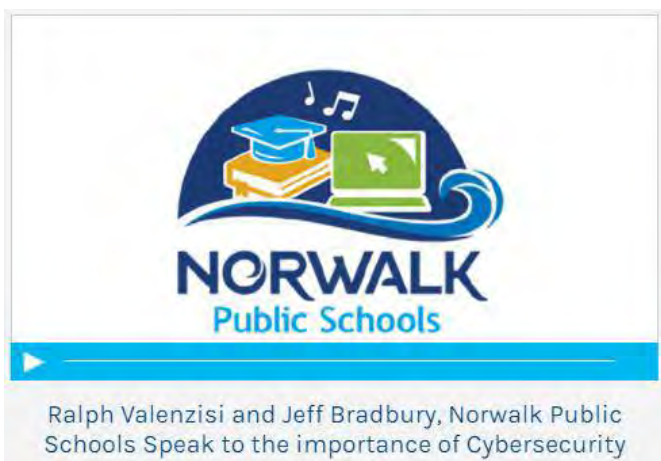
As an international company, schools, districts, and states around the world benefit from the solutions and services provided by PowerSchool. More importantly, we are also focused on meeting the needs of all stakeholders in Connecticut.

In the state of Connecticut, PowerSchool currently has 200 customers, supporting 560,000 students with enrollments ranging from 50 students to 23,000 students. Please see below for more information on how we are meeting the needs of Connecticut.

Tech specialist at Connecticut's Torrington Public Schools, Sarah Coolidge, is delighted with the integration of PowerSchool SIS and Performance Matters

"We have always used PowerSchool for our SIS system. Just recently, however, we have contracted with Performance Matters for data tracking. Although we are still in the implementation phases, we are delighted with the product!"

"The insight into our data that it gives us is unmatched by any other product we have previously used, the team helping us with onboarding has been amazing in terms of service and support, and the integration of Performance Matters into the main PowerSchool platform has contributed to our positive experience with this product. We cannot wait to fully implement it within our district and know that we will continue to find ourselves surprised and delighted by its usage."



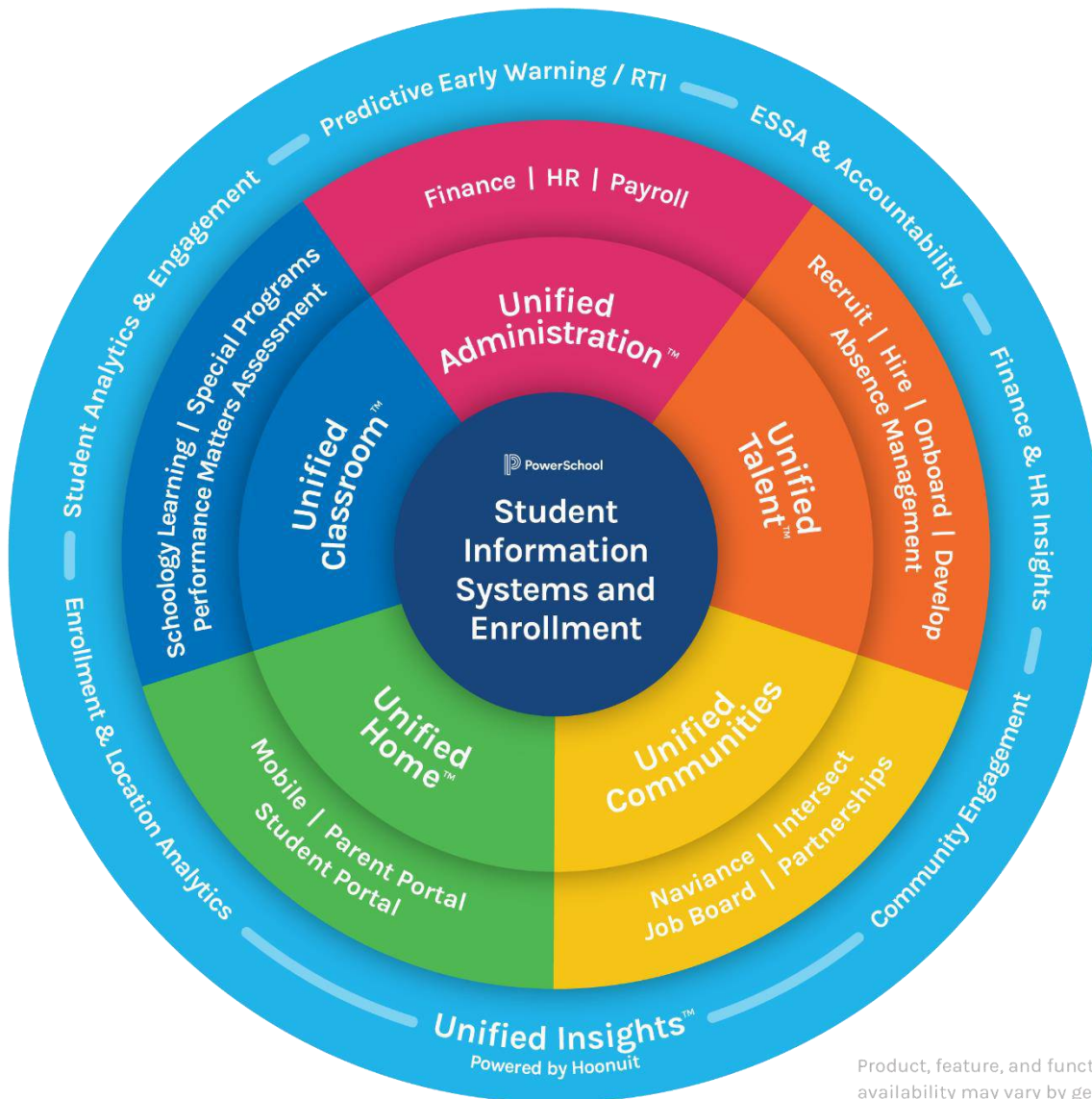
Click the video link to the left or navigate to <https://bit.ly/3sYv44A>

Unified Solution

PowerSchool's unified technology connects the back office, classroom, and home with industry-leading solutions — providing comprehensive insights to inform data-driven and student-driven decisions that ultimately power student success. PowerSchool provides easy-to-use tools that:



- Increase student and parent engagement
- Drive student growth
- Personalize learning
- Deliver data-driven instruction
- Use SSO for all solutions
- Lower total cost of ownership
- Improve student data security
- Provide predictive and prescriptive analytics



Product, feature, and functionality availability may vary by geography.

Enrollment data is collected and transferred in real time to the Student Information System which then shares the new student data with Special Programs, and Performance Matters.

Performance Matters gives you the ability to bring data together, from across the district via your Student Information System, in order to dissect and analyse information to ensure that you are making the proper decisions for your students.

Now is the best time to replace outdated, ineffective tools with secure, reliable, and integrated systems. Make students feel understood, valued, and engaged. Help teachers meet the diverse needs of the classroom —giving each and every child the opportunity to excel throughout their lives. PowerSchool offers technology solutions that provide educators with a deeper understanding of their students, giving them immediate access to their students' academic strengths, weaknesses, special interests, and attendance and behavior patterns. Instructors can use this data to inform how they develop lessons and learning activities matched to each student's specific learning needs to spark and nurture passions and interests.

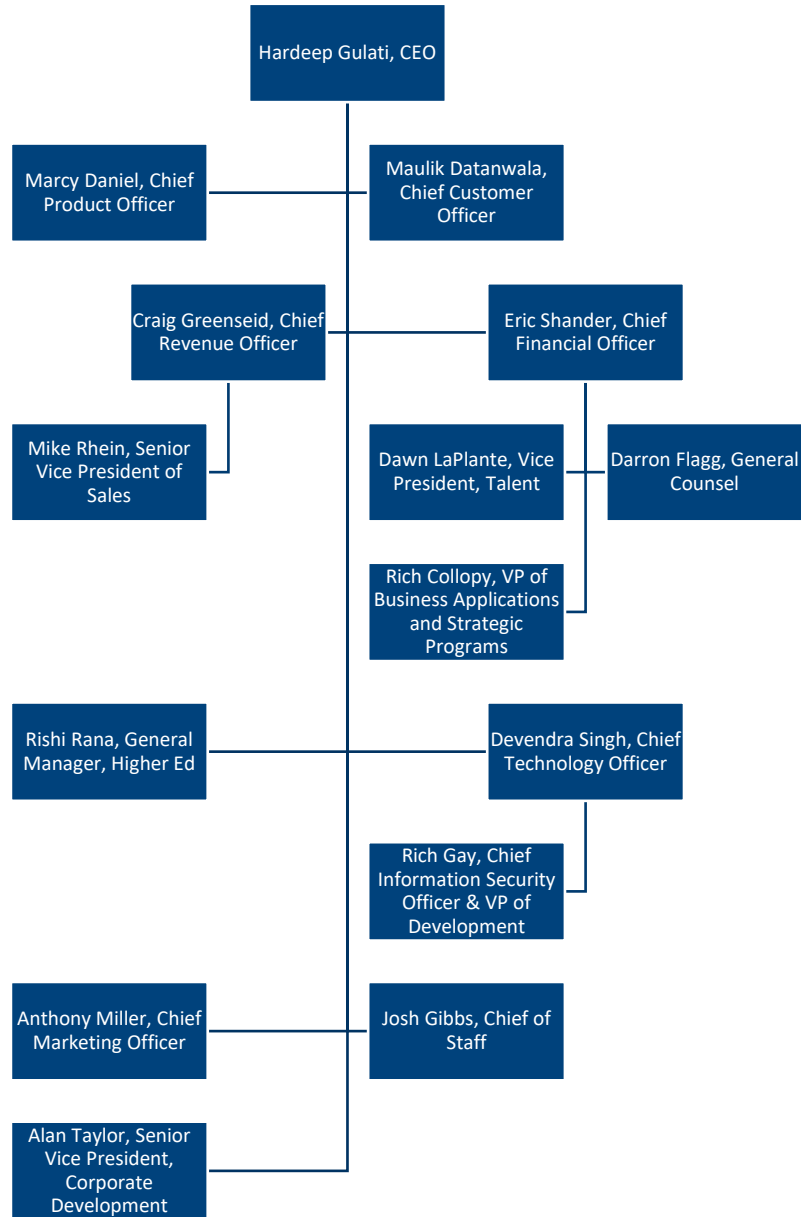
Proposer Information

Company Information

BUSINESS NAME	PowerSchool Group LLC
MAIN OFFICE ADDRESS	150 Parkshore Drive, Folsom, California 95630
YEAR ORGANIZED	Originally established in 1997, Organized as PowerSchool Group LLC in 2015
LEGAL FORM OF OWNERSHIP	Limited Liability Company – Organized in Delaware

Principal Members of Organization

PowerSchool Group LLC is comprised of over 2,000 talented professionals who proudly support PowerSchool products, services and the PowerSchool community. Our dynamic team is made up of dedicated and passionate product managers, software engineers and architects, directors, technical support, service professionals, recruiters, finance gurus, solution sales specialists, and marketing masters. Below is an org chart of our leadership team, which is followed by a description of their experience and background.



PowerSchool Leadership Team

Hardeep Gulati, CEO

Hardeep is an innovative leader and executive with more than two decades of experience leading software businesses. Hardeep's passion for education and proven expertise in guiding companies through periods of growth has been instrumental to the ongoing successful implementation of PowerSchool's expansion plan. Under Hardeep's leadership, PowerSchool has introduced award-winning, integrated classroom solutions and made a lasting impact on the future of K-12 education. For Hardeep, leading a company that includes thousands of educators and technology specialists is a natural evolution of his lifelong commitment to harnessing the power of technology to transform lives and unlock student potential. Hardeep brings that ethos, and his belief that a high-quality education is a fundamental right to his leadership, of PowerSchool.

Most recently, Hardeep successfully led PowerSchool's acquisition of PeopleAdmin—the eighth acquisition during his tenure as CEO. Additionally, he oversaw the expansion of talent from 1,000 to 2,000 employees. EdTech Digest recognized Hardeep's leadership within the edtech industry when the publication named him Education Technology CEO of the Year and one of the Top 100 Influencers in EdTech.

Prior to joining PowerSchool in 2015, Hardeep was CEO of SumTotal Systems. Under his leadership, the company became the #1 market leader in enterprise learning systems and saw record-breaking growth in cloud computing services. During Hardeep's tenure, SumTotal provided talent expansion solutions, which enable continuous and contextual learning for employees to improve talent engagement, productivity, and business results to 43 million users with small-to-midsized organizations as well as half of the Fortune 500.

Hardeep joined SumTotal after his time at Oracle, where he led strategy and product development across a variety of enterprise application areas. Before Oracle, Hardeep was Vice President of Products at SpinCircuit, an information exchange enterprise software company founded by Cadence, HP, Flextronics, and Avnet. He was also founder and CTO at eBizAutomation, an enterprise integration company that was acquired by SpinCircuit. Early in his career, Hardeep held senior consulting positions at Lucent Technologies and Dun & Bradstreet.

Hardeep received his computer science degree from the Indian Institute of Technology Bombay and is a graduate of Visvesvaraya National Institute of Technology. He received his MBA from the University of Pennsylvania's Wharton School.

Hardeep loves to spend time with family—traveling, biking, golfing, and playing chess with his kids. He loves to coach-mentor his son's LEGO robotics team, be a chess guinea pig for his other son (a nationally-ranked scholastic player), and read stories and color with his daughter.

Marcy Daniel, Chief Product Officer

Marcy Daniel is PowerSchool's Chief Product Officer. She is responsible for developing a unified strategic vision of PowerSchool's portfolio products, managing overall roadmap development, and delivering to

clients on the roadmap. Marcy joined PowerSchool in February 2016. Prior to joining PowerSchool, Marcy was the Chief Operating Officer of Interactive Achievement. While at Interactive Achievement she was instrumental in 60%+ year-over-year growth in topline revenue and scaling business services to support triple digit growth in end users. She has managed and led multiple functional teams in the education technology space, and she has over 20 years of experience in enterprise software development, brand management, and emerging market development.

Marcy holds a bachelor's degree in System Engineering from the University of Virginia and an MBA from the Kenan-Flagler Business School at the University of North Carolina. When she turns the business mind wheels to a slower pace, you will find her juggling between her beloved roles of a cheering soccer mom and devoted wife. Occasionally, she finds time to huddle over a warm glass kiln—seeking the Zen of creating functional art.

Maulik Datanwala, Chief Customer Officer

Maulik Datanwala is the Chief Customer Officer at PowerSchool. Maulik brings with him over two decades and half of expertise in the enterprise software space across Professional Services, Technical Support, and Customer Success. Prior to PowerSchool, he worked at SumTotal Systems and ran a number of operational functions as a part of the Executive Management team.

On a personal front, Maulik co-founded two software and services companies very early in his career. He holds a bachelor's degree in Commerce and Economics from the University of Mumbai and a master's degree in Business Administration and Information Technology from the National Institute of Management. An avid sportsman, Maulik played Minor League Cricket in India. He is often found playing in cricket leagues around the Sacramento area over weekends.

Craig Greenseid, Chief Revenue Officer

Craig Greenseid is the Chief Revenue Officer at PowerSchool. He has a tenured background in growing software businesses within the United States and internationally, with a deep experience in education technology.

Craig joined PowerSchool from Blackboard in various leadership roles. Most recently he held the position of Senior Vice President of North American Markets, which included the K-12, Corporate, Government, Student Success, and Higher Education markets. Before that, Craig served as Vice President of Worldwide Cloud Platform Sales at Autodesk.

Earlier in his career, Craig served in many senior sales executive roles at IBM, where he worked for 15 years. Craig is a native New Yorker, living on Long Island with his wife and two children.

Craig enjoys the outdoors, running, and playing basketball and soccer. Additionally, Craig serves on the board of the youth basketball program in his town and coaches both his son's and his daughter's travel basketball and soccer teams.

Eric Shander, Chief Financial Officer

Eric joins us most recently from Red Hat Inc. as their CFO, where he successfully grew profitable SaaS revenues from \$2B to more than \$3.5B annually and was key in managing analysts and market expectations as a public company, and creating market value capitalization during his time from \$10B to \$34B with recent acquisition of the company to IBM. Eric lead many of the transformational initiatives including finance ops and strategic growth through acquisition, global expansion, B2C consumer model expansion and strategic relationships with partners. During his career he has held several executive level roles gaining strong hands-on global operational experience across all the financial functions, as well as IT, business operations, and real estate.

Rishi Rana, General Manager, Higher Education

Rishi Rana is GM (CEO) of the Higher-Ed business in the edtech sector for PowerSchool—leading strategy and growth with direct ownership of Product, R&D, Services, Customer Success, Sales, and Marketing. He has over 22 years of executive and leadership experience with a proven track record in leading businesses while developing complex, critical software solutions, products, and platforms across various domains.

Previously, Rishi was COO of AGDATA LP. He oversaw the transformation of several product and service lines into a single platform, providing data-enabled insight and analytics for the agriculture industry. Rishi has led several businesses towards high growth in topline revenue, revamping service lines and factory models towards multiple-fold EBITDA growth. Prior experience includes serving HCM and Talent landscape as SVP for Global Services at Skillsoft Limited and GM-APAC for SumTotal Systems, where he setup offices in various countries and crafted teams and functions from the ground up. For over a decade, Rishi also held several leadership roles at Microsoft, where he led product, services, and strategy across a variety of functions and markets globally.

Rishi is an avid speaker at events and recipient of several awards in management excellence, strategy, communication, and mentoring. He recently won the “CEO with HR Orientation” Award from Asia Pacific HRM Congress. He holds a bachelor’s degree in Computer Science & Math and an MBA, both from Texas A&M University.

Devendra Singh, Chief Technology Officer

As Chief Technology Officer for PowerSchool, Devendra is responsible for all Product Development and Cloud Operations within the company. He brings more than 20 years of experience in building enterprise-class software and cloud solutions for managing mission-critical business processes at Fortune 1,000 companies. Prior to joining PowerSchool, Devendra was Vice President of Product Development at Oracle where he led global development teams to build best-in-class Product Lifecycle Management solutions for customers in High Tech, Industrial Manufacturing, and Life Science industries. Before Oracle, he held senior positions in Product Development and Product Management at Agile Software and participated in major business transformation initiatives as a Management Consultant with A.T. Kearney.

Devendra earned his Bachelor of Engineering degree from Delhi College of Engineering and an MBA from University of Michigan Ross School of Business.

In his spare time, Devendra is a road biking and hiking enthusiast. He has hiked rim to rim to rim in the Grand Canyon, climbed Mount Kilimanjaro in Africa, summited Mount Whitney, reached several 14,000 feet peaks in the Sierra Nevada, and hiked to 21,000 feet on Aconcagua in Argentina. His next challenge is always just around the corner.

Anthony Miller, Chief Marketing Officer

In his role as Chief Marketing Officer, Anthony works with his team to tell the PowerSchool story, raising awareness for our award-winning products, driving strategic campaigns, and powering the overall marketing operation. He holds true to the belief that marketing is most effective when there is a balance and integration of art and science. Anthony's passion for PowerSchool stems from his fundamental belief that technology can significantly help to improve student outcomes and give every child the best possible chance to succeed. Prior to joining the leadership team at PowerSchool, Anthony was the CMO at Lanyon, a leading provider of event management software, where he led the global marketing organization. Prior to this, Anthony has many years of experience working in the software and marketing industry having also held the titles of Senior VP of Strategy and Product Management, and VP of Strategy and Business Development.

Outside of work, Anthony enjoys skiing, great movies, dining out, and spending time with his two King Charles Spaniels: Archer and Cooper.

Rich Gay, Chief Information Security Officer & Vice President of Development

Rich Gay joined PowerSchool in 2003, and over the years has expanded his role from Engineering Manager to his current position as Chief Information Security Officer and Vice President of Development with responsibility for engineering, quality assurance, and hosting operations. Rich has led the PowerSchool R&D team's substantial improvements in PowerSchool products over the past decade, including technology stack and hosting operations modernization, internationalization, and ability to scale to handle even the largest school districts. He was the founder and former CEO of Foresight Technology for 10 years, a software product and services company. Rich received a BSEE in Electronic Engineering from University of Arkansas.

Rich is an avid outdoorsman and adrenaline junky. He loves hiking, backpacking, scuba diving, and riding his motorcycle in the Sierra Nevada mountains. He dreams of a return to amateur auto racing now that his son has graduated high school.

Josh Gibbs, Chief of Staff

Josh Gibbs serves as the Chief of Staff at PowerSchool, where he leads his organization in championing current and future integration efforts. He previously served as the Vice President of Strategy and Customer Operations where he was instrumental in leading the Schoology Learning Support, Services,

and Success teams. Prior to PowerSchool, Josh held positions in financial and business analytics at PRO Unlimited and Oracle.

Richard Collopy, Vice President of Business Applications and Strategic Programs

Richard Collopy serves as the Vice President of Business Applications and Strategic Programs at PowerSchool. He previously served as Vice President of Global Support and Education Transformation and then as Chief of Staff at PowerSchool. Rich joined PowerSchool after executive roles at two Vista Equity Partners portfolio companies: Sovos Compliance and Aptean.

He brings more than 20 years of experience in transforming businesses in growth and turnaround situations in the enterprise software space. He started his career in technology consulting with Accenture and worked for several software companies before starting with Vista Consulting Group in 2011.

When not at work, he can be found cheering on his kids' activities, rooting for his hometown Chicago Cubs and Bears, or spending time outdoors biking and skiing.

Darron Flagg, General Counsel

Darron Flagg is General Counsel at PowerSchool. In his role, he leads PowerSchool's global legal function, advises the executive staff, and supports operational initiatives. He brings more than 20 years of legal and business experience with global technology transactions.

Prior to joining PowerSchool in 2018, Darron spent 13 years at Intel Corporation serving as Associate Director, Legal negotiating and advising executives on manufacturing, R&D, procurement, sales, marketing, and licensing transactions for multiple divisions within the company. As lead counsel for Intel's embedded sales division, he supported over \$10 billion in revenue annually. A long-time legal counsel and business partner of Intel's nonvolatile memory division, Darron advised on the multi-billion dollar R&D and manufacturing joint venture between Intel and Micron Technology. A member of Intel's prestigious leadership council (IBLC), Darron directed compliance efforts for the division and even served as the Intel site pro-bono chair.

Before Intel, he worked at a major law firm in Germany (now known as Clifford Chance), supporting cross-border M&A transactions, and served as an adjunct law professor at the Goethe University Frankfurt. He also spent time as an in-house entertainment attorney for two global companies: Summit Entertainment (now a part of Lions Gate Entertainment Corp) and Helkon Media AG.

A member of the California State Bar, Darron holds a bachelor's degree in music and a minor in German studies from California State University, Northridge, an MBA (Finance) from Thunderbird School of Global management, and a JD from UCLA School of Law. In addition, he has earned executive education certifications from Harvard Law School, Willamette University, and Stanford Graduate School of Business.

When not focusing on his managerial and legal responsibilities, Darron is an avid learner and accomplished classical musician.

Mike Rhein, Senior Vice President of Sales

Mike has spent over 29 years working in K-12 Education Technology, Service, and Sales. In 1987, he started with NCS, which became part of Pearson through an acquisition in 2000. He has held various management roles throughout the years in Finance, Services, and the last 20 years in K-12 SIS Sales management. He currently successfully leads the PowerSchool Sales team covering both North America and international markets.

Mike loves spending time in the outdoors and looks forward to finding time to go fishing and hunting.

Alan Taylor, Senior Vice President, Corporate Development

As Senior Vice President of Corporate Development, Alan Taylor is responsible for leading PowerSchool's M&A, partnerships, and other new growth initiatives. He has been with PowerSchool since 2015 in a variety of senior leadership roles, previously leading sales and serving as chief of staff.

Alan has been in the enterprise software space for more than nine years, serving in a variety of roles across the functions of M&A, sales operations, FP&A, business applications, and services operations.

Prior to joining PowerSchool, Alan served as Director of Strategic Programs at Mitratesh, the leading provider of Enterprise Legal Management solutions.

Alan holds a bachelor's degree in finance from Cal Poly San Luis Obispo. He was born and raised in the Sacramento area, and in his free time enjoys cooking, sports, the outdoors, skiing, and travel.

Dawn LaPlante, Vice President, Talent

Dawn LaPlante is Vice President of Talent at PowerSchool. In her role, she works with all PowerSchool employees to enhance their PowerSchool experience and develop talent-related programs to create a workplace environment that encourages engagement and supports productive, happy employees.

Previously, Dawn led the human resources team at Verifone for over 15 years and served as the VP, Global Human Resources for Nanometrics and Rimini Street.

Dawn has achieved many exciting accomplishments in her career, serving as a key member of leadership teams and as a catalyst in driving strategic, enterprise-wide HR projects and programs. She has led the talent organization through numerous system upgrades and changes, several successful acquisitions, and she was part of a successful IPO. She has built solid teams that can scale with a rapidly growing business.

Dawn has also served as a board member with the Calaveras County Humane Society since 2015. The board is actively involved in programs to benefit the animals and their guardians in the county.

Dawn holds a master's degree in Human Resources with a concentration in organizational development from the University of San Francisco as well as a bachelor's degree in Human Resources with a minor in Psychology from Oakland University in Rochester, Michigan. She has also held her SPHR certification since 2006.

Experience, Expertise and Capabilities

Philosophy Statement and Business Focus

20+Years of Innovation. PowerSchool has a history of leading the education technology industry. Established in 1997, **our commitment to providing educators the best tools to help students succeed** has fueled our passion to unite educational technology into one, easy-to-use solution. During our 22-year history of innovation, we have made significant investments in the development of our solutions to eliminate traditional technology silos. The results have streamlined administrative processes and informed classroom instruction with comprehensive data.

We provide the industry's first **Unified Classroom** experience with best-in-class, secure, and compliant online solutions, including registration, student information systems, learning management, assessment, analytics, and special education management. We empower teachers and drive student growth through innovative digital classroom capabilities, and we engage families through real-time communications accessible from any device.

With the acquisition of Schoology, PowerSchool added technology that helps schools and districts empower their teachers with personalized learning tools from award-winning solutions. PowerSchool is not just administrative software; **it is an education platform that powers schools and districts with invaluable insights and unmatched, cohesive functionality.**

PowerSchool's Vision

Unified Ecosystem. At PowerSchool, we believe the simple truth that every student deserves the best opportunities in life. Our mission is to power the education ecosystem with unified technology that helps educators and students realize their potential, their way.

We design for you. Every school is different and every student, educator, and parent has a unique set of needs. We make sure everybody can create a meaningful path with our technology.

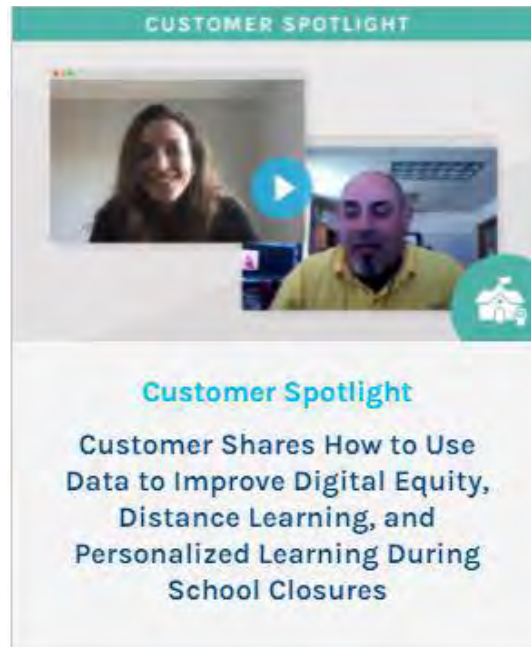
We build bridges. Educators break through when students have the full support of their communities. That is why we actively seek out ways to forge connections between parents, students and educators.

We unlock potential. We are up to the challenge, going the distance in pursuit of innovations that break down barriers in education and pave the way for success.

Summary of Relevant Experience

PowerSchool has been implementing and managing innovative technology solutions since 1998. We currently support over 45 million students and 13,000 school and district organizations across the nation.

PowerSchool supports a wide range of implementations — including schools as small as 25 students, districts as large as 150,000 students, and statewide deployments. Please watch the video below to hear firsthand of the impact of PowerSchool or navigate to <https://bit.ly/2RPf0FJ>:



Presently, 127 public school districts in Connecticut use at least one of our solutions.

Over the past 3 years, PowerSchool has implemented thousands of new solutions for our customers around the world. Of these, nearly 1,800 projects are for Performance Matters Assessment.

PowerSchool's customer list is considered confidential information. This policy is based on our desire to respect the privacy and confidentiality of our customers, restrictions outlined in our PowerSchool Licensed Product and Services Agreement, as well as applicable state and local laws preventing said disclosures.

References

PowerSchool recognizes the need for potential customers to have reference sites that they can contact to obtain factual information concerning PowerSchool Performance Matters Assessment and related

Personnel Listing

The PowerSchool Group Project Team will provide experienced and appropriately skilled personnel to ensure the successful implementation and deployment of the PowerSchool solution within the District. Based on our understanding of your desired timeline, we have tentatively assigned the following resources to your implementation project, however we do reserve the right to replace resources with others who possess similar skill sets if contract signature or resource availability changes. If required by the District, PowerSchool will provide reasonable rights to approve or disapprove any replacements or resource changes during the contract term.

- Adriane Tasco (Project Manager); Hollie Filbey (Deployment—Education Impact Consultant); Adam Mouser (Deployment Team--Application Specialist)

For more information on these roles and resumes, please see the ***Statement of Qualifications and Work Plan*** section of our response.

Conflict of Interest

At the time of this proposal, PowerSchool Group LLC is not aware of any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest.

Statement of Qualifications and Work Plan

Qualifications

Waterbury Public Schools (WPS) needs a vendor that supports your entire community in a side-by-side partnership. At PowerSchool, we approach each project as a relationship with our customer. Our long and successful history in education has come by establishing and maintaining positive relationships with state departments of education, districts, school customers, and their agents. To build trusting relationships at all levels of the project, we establish clear expectations, maintain open communication, and deliver on time and within budget.

No other vendor can provide Waterbury Public Schools with more years of proven educational technology, local expertise or financial stability to invest back your community.

From implementation through on-going support, PowerSchool has the expertise and resources you need to be successful. Our proposal provides a detailed plan as to how we can empower your district for years to come.

The PowerSchool Difference

PowerSchool is proud to stand by districts, local agencies, and state departments of education just like WPS to support the direction of your 21st century learning environment. As a fully interconnected Student Information, Special Education, Assessment, and Analytics solution, our unified platform powers real-time data, analytics and easy-to-use dashboards. Furthermore, PowerSchool's Unified Ecosystem will allow WPS to connect existing solutions, so teachers and administrators have access to data across your schools.

Founded over 20 years ago, PowerSchool is honored to be the leading provider of K-12 education application technology supporting over 45 million students across more than 13,000 organizations in over 80 countries. In 2020, PowerSchool was presented with the following awards and recognitions:



Our **Executive Summary** provided at the beginning of this response describes how PowerSchool meets each of the qualifications listed in your RFP.

Experienced, Dedicated Project Teams

Every PowerSchool project is managed by a dedicated team led by a project manager with experience in program and project management. The project team manages according to carefully designed, repeatable, time-tested, and continuously improved processes that reflect PowerSchool's organizational commitment to superior project management.

Along with a project manager to lead the project to a successful completion, the PowerSchool team will include strategic consultants, a technical liaison, and training consultants. In partnership, and with a successful outcome in mind, WPS should also include the same types of resources. Subject matter experts who excel in their field areas should be assigned and committed to the project long-term. This commitment from the WPS team will foster knowledge transfer and ownership of the new system and will minimize any transition time once the project is closed out.

The PowerSchool Services and PowerSchool Support teams have each been recognized as award winners in the 15th Annual Stevie Awards for Sales & Customer Service. We are proud of the entire team for this recognition that validates the great work we have been doing to delight our customers.



PowerSchool has won two Silver Stevies in the front-line customer services and contact center category for technology companies:

- PowerSchool Services Team of the Year
- PowerSchool Customer Service and Contact Center – Front Line Customer Service Team of the Year

The Stevie Awards for Sales & Customer Service recognize the achievements of contact center, customer service, business development, and sales professionals worldwide. Winners are determined by the average score of more than 160 professionals on nine specialized juries.

PowerSchool was the only K-12 edtech company recognized in the category.



"From the moment we made a decision to implement PowerSchool's Performance Matters Assessments and Analytics, we have had the support of PowerSchool's Implementation Team. As we wanted to move quickly to implement these valuable programs, we made decisions about set up, permissions and management. PowerSchool's guidance during these decisions helped our implementation go as smoothly and quickly as we had hoped. In under 4 weeks from contract to our first assessments, we were able to provide leaders, teachers and staff access to live student assessment data. Our team could not have done this without the support, guidance, and training provided by our Implementation Team. This partnership has been incredible."

Lynn Bini, Special Programs Coordinator, Bloomfield Public Schools, CT

PowerSchool Implementation Team

The following table provides the proposed PowerSchool resources and Project Leaders for the implementation of PowerSchool Performance Matters Assessment.

PowerSchool Implementation Team	
ROLE	RESPONSIBILITY
District Account Representative	<ul style="list-style-type: none"> PowerSchool Account Representative responsible for the overall relationship with the district, this individual works with your executives to understand your priorities and goals.

PowerSchool Implementation Team	
ROLE	RESPONSIBILITY
Executive Sponsor	<ul style="list-style-type: none"> PowerSchool Senior Executive responsible for the overall project delivery. This individual works with your executives to understand your project and service's priorities and goals. Provides project oversight, executive and project communications and quarterly reviews, and serves as the point of contact for any project related escalations.
Project Manager	<ul style="list-style-type: none"> Responsible for the implementation and deployment of your PowerSchool solution. This individual is the primary point of contact for the District Project Manager and responsible for your satisfaction. Provides functional team task management, oversees the timeliness and accuracy of PowerSchool's deliverables. Budget & resource management, project status reporting, business analysis, database setup and configuration, guided data migration and prepares to go live on the new system
Deployment Team	<p>This team consists of Subject Matter Experts that work closely with customers to execute technical and platform implementation. It consists of the following:</p> <ul style="list-style-type: none"> Product Expert <ul style="list-style-type: none"> Provides consulting services during implementation. Provides guidance on account configuration. Provides guidance on incorporating our solution into existing client processes and policies. Data Expert <ul style="list-style-type: none"> Provides guidance on technical solutions and data population. Sets up and configures user authentication methods. Training Expert <ul style="list-style-type: none"> Responsible for customer training plans, methods, documentation and training delivery
Support Team	<ul style="list-style-type: none"> Support the schools and end-users in the district by diagnosing problems Provide users with fast, efficient, and informative solutions Read and maintain knowledge of current versions and updates of PowerSchool to provide technically accurate solutions to their end-users Attend training sessions as necessary to remain abreast of new functionality

PowerSchool Implementation Team	
ROLE	RESPONSIBILITY
Customer Success	<ul style="list-style-type: none"> • Focuses on long-term adoption • Maintains long-term relationship with the client to maximize utilization of the solution. • Is the main point of contact for the lifetime of the client's relationship with PowerSchool. • Serves as main point of contact for client executive team throughout the onboarding process. • Provides guidance on long-term rollout planning.

Project Staff Resumes

PowerSchool is providing resumes for key project personnel as a sample of the breadth of knowledge and experience of our team. Please note that depending on the timing of the implementation or other circumstances, PowerSchool may need to replace these members with other suitable candidates. Although these individuals will have primary responsibility for the WPS implementation, additional PowerSchool Team Members may contribute to the implementation process as needed. Replacement of resources will not hinder the progress of the project and will occur in a seamless manner. If required by the District, PowerSchool will provide reasonable rights to approve or disapprove any replacements or resource changes during the contract term.

Adriane Tasco, Sr. Project Manager

Professional Profile

Ms. Adriane Tasco serves as a Sr. Project Manager for PowerSchool. In this role, she is responsible for Project Management for large PowerSchool implementation projects. She is a highly skilled and effective program manager specializing in systemic approaches to creating supportive educational environments. Self-directed and efficient team leader with the ability to analyze and deliver practical programmatic solutions, manage multiple stakeholders with varying objectives, and implement effective, long-range educational programs.



Experiences and Accomplishments

Project Manager, PowerSchool Group LLC

Develop optimal implementation procedures and tools, scale it with company, product, and technology advancement, educate colleagues. Envision and enact procedural and technology adjustments required to maintain optimal offering. Demonstrate an expert knowledge of all PowerSchool Assessment and Analytics products, ensure compliance with company policies, practices. Conduct regular communication with supervisor

Account Manager, PowerSchool Group LLC

March 2015 – February 2017

Responsible for book of business valued at \$1M, over 95% YOY retention rate of assigned accounts (over

30 in VA, OH, IL, LA, MS), acts as liaison between PowerSchool and school districts to support client use and product knowledge, assist districts with various organizational, informational, technical needs. Proactive and informative communication with clients (F2F) and virtual.

Educational Background

Formal Education

- University of Phoenix | Master of Business Administration
- Old Dominion university | Bachelor of Science, Physical Education, Sport Management

Key Skills

- Technically sound with Sales Force, Various Webinar Platforms, ClassApps, Vignette, Microsoft Office Suite, Camtasia.

Hollie Filbey, Education Impact Consultant

Professional Profile

Hollie currently serves as an Educational Impact Consultant at PowerSchool. In her role, she consults with customers to deepen their use of the Performance Matters Assessment and Analytics platform and demonstrates key product features to show how they can be used to solve customers' problems or meet their needs. She also advises school districts on how to build effective assessment plans and assists in the analysis of district assessment data. Hollie is driven education professional with experience in classroom instruction, curriculum development, implementation, and school leadership.



Experiences and Accomplishments

Education Impact Consultant at PowerSchool Group LLC

July 2020 – Present

Working with districts to align their strategic goals within Performance Matters. Increasing adoption for all stakeholders. Providing support in the creation of training plans that align with the District's assessment plan to ensure success in the implementation process. Utilizing industry best practices to assist Districts in bringing disparate data systems together to create one place for stakeholders to examine student results and make data based decisions that will ultimately impact student achievement.

Senior Customer Education Trainer at PowerSchool Group LLC

November 2019 – July 2020

Conducts onsite, remote, and group training events via traditional classroom and technology-assisted platforms. Applies advanced product knowledge and learning delivery methodology to provide high quality product training services and professional educational events. Partners with customers to analyze and resolve gaps in the customer practice and product functionality, including recommendations on business policies and strategies where applicable. Proactively identifies and manages customer issues and risks and leads/assists in timely escalation and resolution within and outside of Customer Education and the Services department. Maintains a high level of knowledge and proficiency on company products, including new product releases and enhancements to existing offerings by working individually, reading available documentation, and interacting with cross-functional

peers. Responsible for working with and mentoring other trainers on best practices, product knowledge and effective training and delivery methods. Contributes to the continuous improvement of procedures and processes with focus on increasing efficiency, improving quality and client satisfaction, and reducing risk.

Project Manager at Interactive Achievement, LLC

March 2013 – August 2014

Accountable for the management of simultaneous projects dedicated to designing and implementing new software programs, enhancements, and additions. Experienced in IT and Software project management for projects with a project life cycle of approximately 30-180 days. Manages the internal team and coordinates with the client team to take a project through the transition, planning, deployment, delivery and post conference phases. Maintains and document communication with all contacts for the project to include internal development team, business development team, and additional stakeholders to ensure that goals and objectives are aligned. Creates all documentation needed for on-site team to include internal schedule, event information, diagrams and schematics. Provides on-site support and management, as necessary, resulting in improved client and vendor relationships. Created a Project Management Protocol Manual for tracking and maintaining all project information throughout company.

Earth Science Teacher at Roanoke City Public Schools

August 2007 – January 2011

Conducted five academic earth science classes comprising 20 to 30 students each. Worked in collaboration with other science teachers to organize a productive science-learning environment for each student. Followed a district-wide mandated curriculum that helped increase the Earth Science Standards of Learning scores. Created test items that correlated to the curriculum and directly assessed student knowledge. Designed weekly lesson plans that were approved by administration and implemented into the classroom. Conducted weekly reviews on the assessment data and create remediation strategies. Helped organize, conduct, and evaluate annual high school and middle school science fairs. Maintained a safe and nurturing environment for both students and colleagues.

Educational Background

- Walden University – Masters of Education, Leadership
- Lynchburg College – Bachelor of Science, Environmental Science

Adam Mouser, Senior Application Specialist

Professional Profile

Adam Mouser is a Senior Application Specialist who joined PowerSchool in 2018. His Performance Matters product expertise has been applied to many implementations during his time at PowerSchool, including long-term migration initiatives, and his technical acumen ensures that his projects run smoothly and without interruption. Adam's focus on configuring effective, quality driven solutions is evidenced in his consistently successful projects.



Experiences and Accomplishments

PowerSchool, 2018-Present

Senior Application Specialist, Roanoke, VA

- Provide product insight, customization and integrations for clients
- Set up and Troubleshoot SAML SSO configurations
- Process QTI imports
- Assist with client and internal escalations regarding technical issues

Application Specialist, Roanoke, VA

- Provide technical insight/troubleshooting for small to large size clients
- Process, load and QA customer data
- Implement and process plugins, integration options and SSO options for clients
- Use SQL to investigate data discrepancies as well as update and delete data as necessary
- Maintain customer requests, the status of implementation, and provide regular update calls and meetings on progress

Associate Technical Support Engineer, Roanoke, VA

- Maintain a 95% CSAT while answering web chat, phone call and email cases throughout the day
- Provide Tier 2 case assistance to team, track development bugs and tickets, closing 50% of development tickets in first two months

Apple, 2013-2018

Genius, Charlotte, NC; Durham, NC

- Increased net promoter score by driving peers to maintain reservation time standards and setting proper customer expectations
- Lead session duration and net promoter scores on team using customer engagement and problem-solving skills

Educational Background

- University of North Carolina | Full Stack Web Development Certificate

- Appalachian State University | Music Education

Key Skills

- HTML, CSS, Javascript, jQuery, Node JS, Express, SQL, MongoDB, React JS

Work Plan

Scope of Services

Below we have outlined how our proposed solution aligns with the Scope of Services listed in your RFP. For more information

Timeline of Implementation

Please see our timeline within our **Implementation Services** section.

Basic Software Requirements / Assessment Features

PowerSchool Performance Matters provides a user-friendly platform to support the administration of authentic assessments with innovative item types to support all grade levels and subject areas. Technology enhanced item types create varied interaction opportunities for students and offer users the ability to build and administer dynamic and engaging assessments. Items can include graphics and other media as well as math equations and. Item types also mirror those found on state assessments, allowing administrators and instructors to deliver assessments which will provide students experience with certain item types prior to the high-stakes test.

The assessment platform is specifically designed to allow users and administrators to configure the system to follow the organization's policies and procedures, as well as to exercise professional decision making when creating and editing assessments. Some of these options include, but are not limited to:

- Online or paper-based testing
- Ability to create copies of assessments to make multiple versions
- Ability to set individual and school/district level performance bands
- Paper-based testing scanning completed through GradeCam integration using a document camera or webcam
- Question types include multiple choice/multi select, extended text, grid, hot spot, gap match, hot text, inline, text entry, graphing, order, match, graphic gap match, upload, conditional scoring, associate, draw
- Items can be aligned to district specific standards, along with state and national standards
- Create assessment sections to organize the content and test portions on different days and have different assigned tools,
- Scoring options, including collaborative scoring and blind scoring (hiding student names to eliminate bias)
- Rubric Scoring assigned to test. Rubrics can contain Descriptions, Anchors, Next Steps specifically relating to a Performance Assessment.

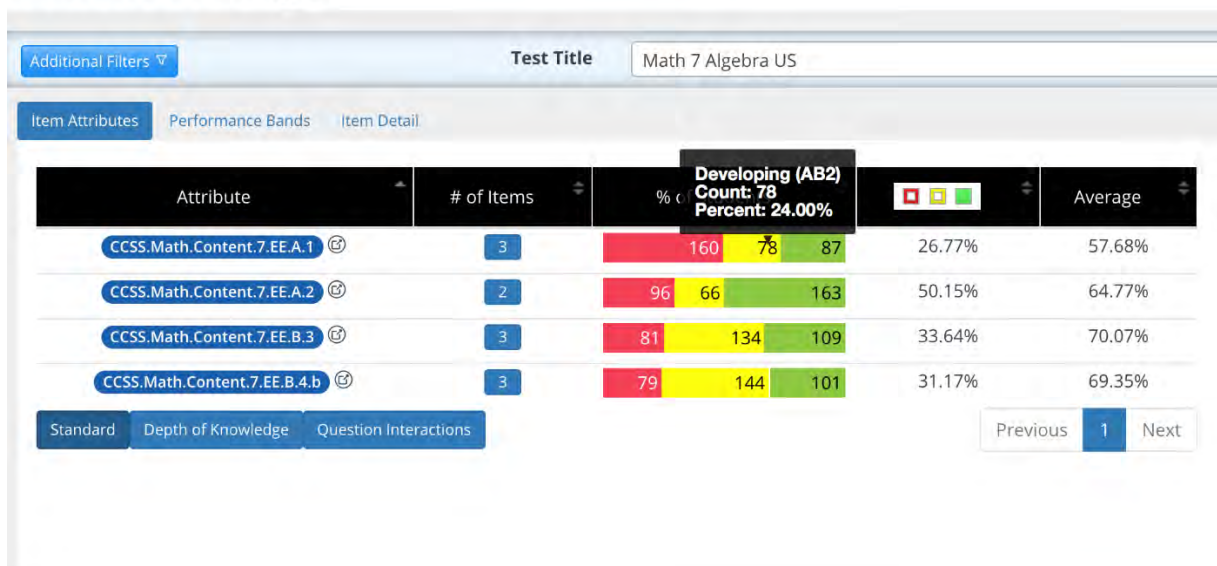
- Sharing of assessments with others including giving the ability to edit, copy, administer, review and score test.
- Online tools given to students when taking test such as calculators, protractors, ruler, highlighting, reference sheets and more.
- Ability to collect student evidence of learning in varied file formats like Microsoft Office, images, videos, files, student portfolios, etc.
- Ability to embed the OLA url into the Google Classroom for students to access online assessments.
- Gradebook passback to PowerSchool Student Information System

Nightly imports from the SIS allow for instant rostering and assignment of account roles. Roles are aligned to student access, whereas district staff access all students, school based staff are aligned with the assigned students and teachers, and teachers are aligned to the students designated via rosters. Co-Teachers and Special Education teachers can share student data as well.

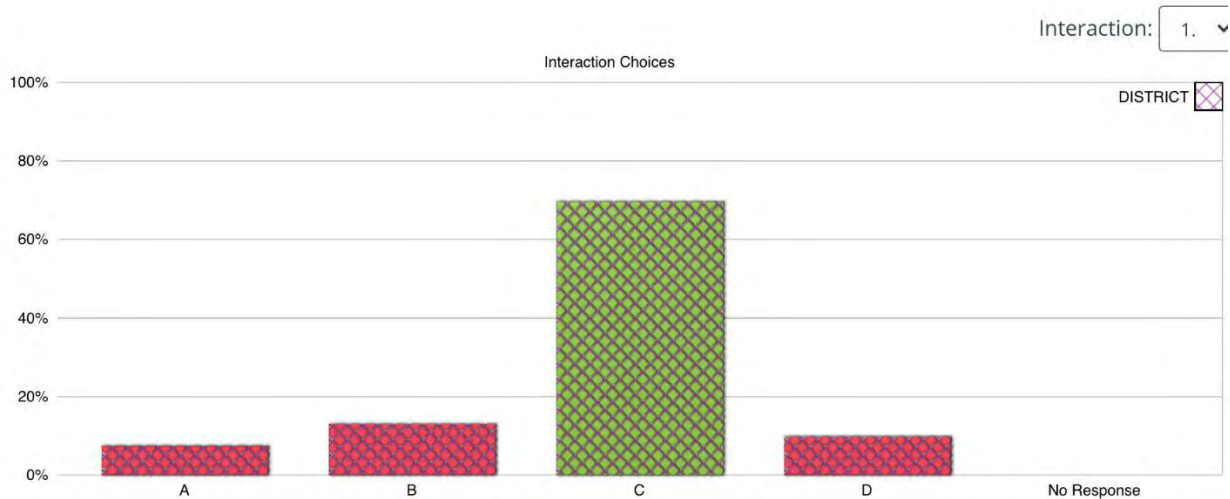
Reporting Features

Performance Matters includes robust reporting features for all levels of users within the platform. Student Item Analysis allows for immediate standards aligned results. This report shows item summaries and item level reporting, including item statistics.

Student Item Analysis



Interaction Scores					
Item Scores				Rubric Scores	
Students: 325				1-1	1-2
64%				69.5 %	65.4 %
Student ID	Student Name	Test Score %	PE/PP	1.	2.
#####	A####, A####	58.8%	10 / 17	C	2
#####	A####, A####	82.4%	14 / 17	C	3
#####	A###, S#####	35.3%	6 / 17	A	0
#####	A#####, M#####	76.5%	13 / 17	C	3
#####	A#####, N#####	52.9%	9 / 17	C	2
#####	A###, S#####	52.9%	9 / 17	D	3
#####	A#####, K#####	70.6%	12 / 17	C	2
#####	A#####, J#####	40.0%	2 / 5		0



Comparative Results allows for assessment comparison across the populations who administered the assessment - including district, school, teacher, class and subgroups. Overall assessment performance along with standard level performance allows districts to determine needs for professional development. Longitudinal reports are also available, to see growth over time.

Student demographic data is available to be viewed within the assessment reporting. This can be a field or a filter, narrowing down a population by that particular attribute. A students performance in comparison with their peers is available at all levels of reporting.

Student Filter

Saved Filters

Select a filter ▼

Demographics

Geographical

Intervention

Early Warning Indicators

Custom Student

Gender
SWD-SpecEd
SWD-SpecEd Primary Exceptionality
LEP-ELL
LEP-ELL Category
ED-FRL

Students (6138)

Select a filter to begin

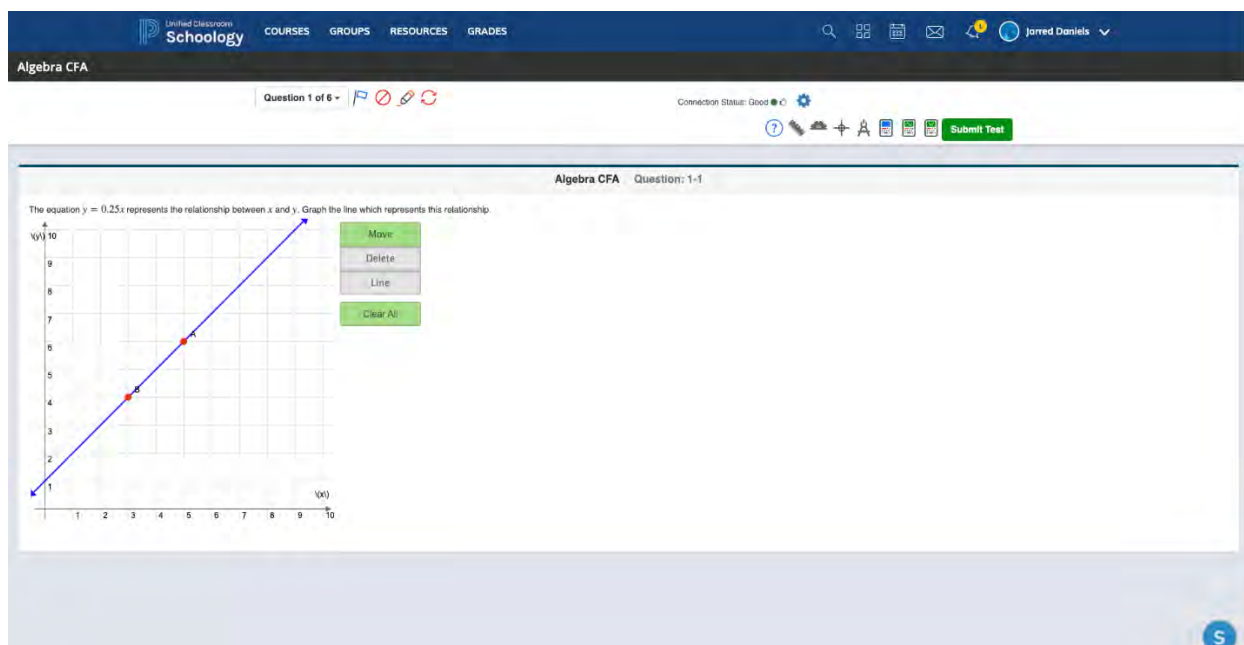
Student Experience – Online Platform

PowerSchool Performance Matters gives students access an online student portal that includes online assessment administration and tracking of the results.

Districts can upload or recreate district assessments and administer them to aligned student populations. The OLA link, (online test administration) can be embedded into the Google Classroom as a resource, allowing students easy access to the online assessment. After the student has submitted the assessments teachers can provide feedback to the students, so they know what areas to focus on.

Assessments

Students can demonstrate their learning by taking district or instructor-created online assessments and quizzes. Performance Matters include a number of technology enhanced item types, allowing instructors to create dynamic and engaging assessments for student evaluation.



Student & Parent Portal

Student ID: 1004937
School: Westside Middle School
Grade: Seventh Grade

Gender: Female
Ethnicity: Asian
DOB: N/A

Contact Info
Contact Teacher

Student Detail Local Test Results State Results Teacher Feedback

Local Test Results

Show 100 entries

Select one or more course types: Search:

Course Type	Test Name	Score	District AVG	
Language Arts	Grade 7 ELA Benchmark	80%	80%	+
Math	Geometry Week 8 Gradecam US	70%	69%	+
Math	Math Post7 OLS	66%	80%	+
Math	Math_Pre7 OLS US	62%	61%	+
Math	A Middle School EOY	1%	74%	+
Math	LEAD IDP - Academic Survey - HN	22%	22%	+
Math	SIPPS Assessment Section A	50%	75%	+

Training

See **Training and Customer Education** following our Implementation Services below.

Implementation Approach and Methodology

Successful implementation of any new student-centered system requires proven management and methodology. PowerSchool provides schools and districts with a total implementation solution. This is a comprehensive package of services delivered by an experienced team of product, technology, and education experts, designed so that your PowerSchool implementation project meets your unique needs and expectations.

Approach

At PowerSchool, we approach each project as a relationship with our customer. Our long and successful history in education has come by establishing and maintaining positive relationships with state departments of education, school customers, and their agents. To build trusting relationships, we establish clear expectations, maintain open communication, and deliver on time and within budget.

Our implementation approach focuses on the achievement of the customer-defined objectives by delivering quality services that utilize and maximize resources effectively and efficiently during the planning, development and implementation.

Our implementation philosophy focuses on:



Implementation success factors:

- Clear, concise project scope
- Comprehensive client and vendor role definition
- Achievable project timelines
- Well-defined system standards, infrastructure, and capacity plans
- Steering committee and stakeholder commitment to project
- Implementation of prompt decision-making processes
- Careful management of project resources
- Full-time participation and cooperation of stakeholders
- Active use of an issue-identification and resolution process

Methodology

Our implementation process is based on proven success, building on a collaborative relationship between our customer and our service teams. PowerSchool has been implementing educational technology systems for more than 40 years and has leveraged this experience to develop our current implementation process. Our process includes collaboratively working with the customer to establish a well-defined plan that will be used to lead the project through the implementation process, then monitor and control that plan through successful completion. This is completed with easy-to-understand, useful, and detailed tools that are based on the Project Management Institute (PMI) framework, providing you with proven project management techniques.

While we offer different levels of offsite and onsite implementation services, which districts can adjust to best suit your needs and budget, our standard implementation will address core system functions to

prepare your schools to go live with a full suite of PowerSchool offerings. Additional implementation and supporting services (training, customization, consulting, and data services) are available and can be tailored to meet your needs.

Our strategy is executed by:

- **Dedicated** PowerSchool employees with domain knowledge and change management experience, working in concert with District experts. This collaborative effort offers a smooth and seamless transition.
- **Utilizing** leading-edge technologies to cost effectively develop, implement, and support the proposed solution.
- **Fully involving** and training teachers, school, District staff in the implementation process while leveraging their knowledge to enhance project success. This process empowers staff to drive the adoption of the solution, building skills and self-sufficiency as quickly as possible.
- **Developing** a project plan that incorporates mutually decided deliverables and milestones.
- **Continually monitoring**, measuring, and managing the plan through its entire execution.

The implementation approach minimizes risk and uncertainties by:

- Using and following a proven, standardized process. Our project management techniques have been developed and refined through many successful implementations.
- Facilitating continuous stakeholder involvement, reviews, and knowledge transfers that build self-sufficiency, minimize costs, and promote widespread buy-in throughout <<District Name>>.
- Establishing effective management controls and procedures.

Scalability

An essential component of WPS's success is the ability to scale to meet the needs of your students. This includes product scalability to meet educational trends and population influx; as well as scalable services to meet your growing needs.

Customers we've implemented have included schools from under 1,000 students to state-wide implementations of over a million students. Regardless of size, PowerSchool has been able to scale our resources to ensure every district received the dedicated resources they needed to be successful.

Implementation Services

A new systems implementation project can be complicated due to planning, required communication, and necessary processes to control along the way. Typical implementation times frames for a project of this size and scope are below. Upon working with the district to understand the full scope and requirements, we will provide a final timeline.

- **PowerSchool Performance Matters Assessment: 8 weeks**

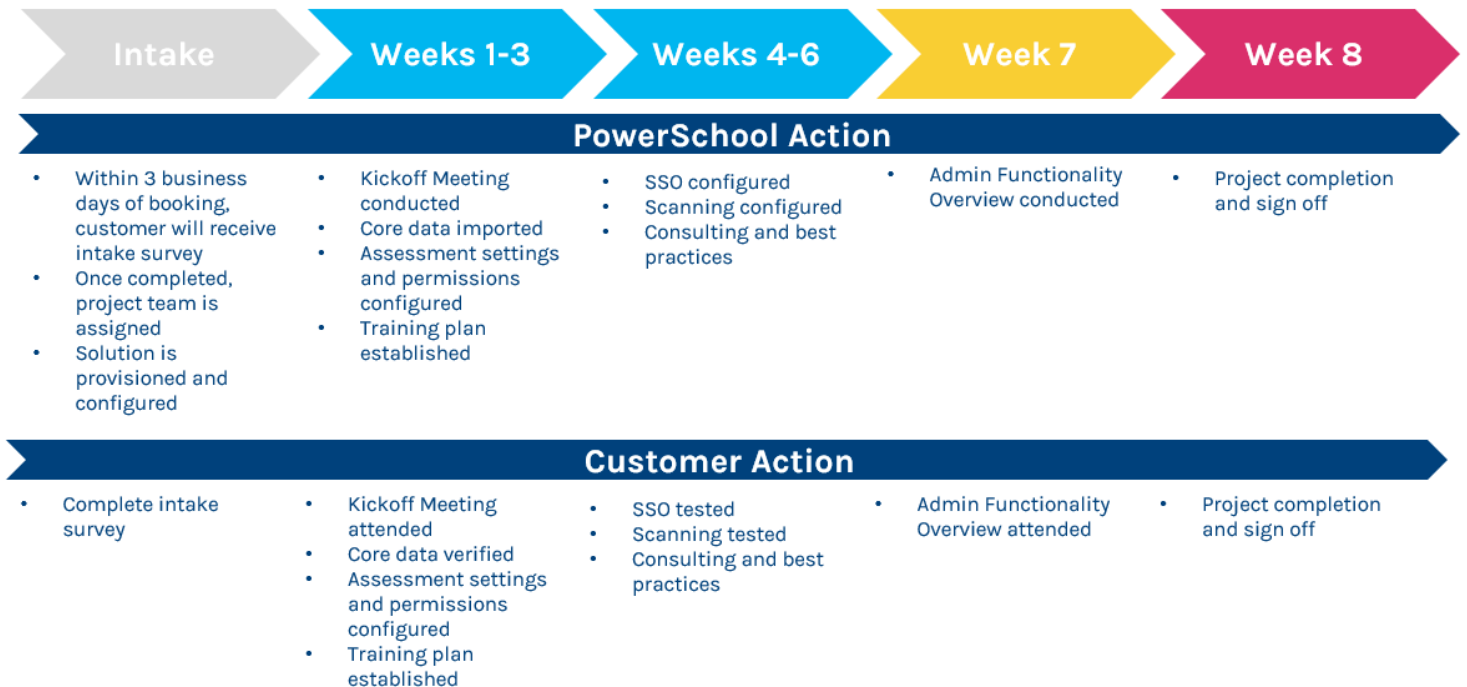
- Performance Matters Analytics (**optional**): 10-14 weeks (concurrent with Performance Matters Assessment implementation)

PowerSchool has distilled the process into the following key areas and deliverables, which your PowerSchool project manager will lead you through, are detailed below:



<p>1. Initiation & Kickoff</p> <p>Our process begins with the Initiation Phase, during which we set the course for the project. The primary goals for this phase are to:</p> <ul style="list-style-type: none"> • Introduce your District Team to the PowerSchool implementation team • Provide you with an overall understanding of our implementation methodology • Define the project milestones and target timeline for the project <p>The phase concludes with the Customer Kick-Off Meeting.</p>	<p>2. Configuration Review / Requirements</p> <p>Team members will participate in Weekly Working Sessions to discuss data imports and configuration decisions, present configurations that have been completed, and capture any feedback. This phase includes multiple iterations. Target timelines for each iteration will be defined and deliverables will be expected from both teams to ensure a timely and successful implementation.</p> <p>During this phase, we also define the training strategy to be executed once configuration and testing are complete. We will provide site access and basic documentation to give guidance as you begin to explore the site. Once all configurations are completed per your requirements, we will move into the Testing Phase.</p>
<p>3. Build Out & Testing</p> <p>During this Phase, your District’s site will come to life. The site will go through the review and testing process by both PowerSchool and your District Team. During this time, PowerSchool is prepared to quickly address any questions or issues that are identified. The goal of testing is to achieve final approval of the site’s configuration by the District Team.</p>	<p>4. Training</p> <p>Customer Education will consult with your District Team to develop training agendas that meet your specific needs and audience. End user training is typically scheduled several weeks after User acceptance testing (UAT) to ensure final configuration changes are complete and the system is ready for Go Live. A detailed training overview is available within this proposal for additional information.</p>
<p>5. Go Live/Launch</p> <p>After configuration, testing, and training are complete, all users will be given production access to the site. If a train-the-trainer model was implemented, Internal training and/or communication should be delivered so end users are clear about what is expected from them with respect to the new system. After you have gone live with your production environment, the project is transitioned to our Customer Success and Support teams for ongoing management of the live environment.</p>	

Sample Implementation Timeline (Standard Implementation)



Session	Topics
Planning	
Session 1: Kickoff Meeting	Review Implementation Process, Deliverables, Expectations, Project Plan Capture answers to Discovery Questions
Executing	
Session 2: Core Data	Pull & Schedule Core Files (Student, Teacher, Course, Schedule, School) Pull & Schedule Grades, Attendance (daily and/or period), Discipline
Session 3: Core Data Review	Address outstanding questions related to core data imports Verify completion of core data import and signoff on each type
Session 4: Settings and Permissions	Review and configure settings and permissions
Session 5: Student Login, Custom User Files	Review Student Login and Custom User files Review scanner setup (if applicable)
Session 6: Custom Filter, Student Portal	

	Review and test staff & student SSO Discuss process for updating non-staff users Review Custom Filter File Review Student Portal Review and schedule training
Session 7: Project Review	Ensure any outstanding items are addressed Introduce project closure process and next steps
Monitoring	
Session 8: Admin Walkthrough	Review solution end-to-end Discuss next steps and roll-out plan Review and complete Confirmation of Deliverables document
Session 9: Transition to Support	Review methods for contacting Support Introduce next steps and complete implementation project

Training & Customer Education

The true value of any new system is measured by an organization’s ability to use it to further their unique goals. Our Customer Education services offer the widest selection of training options so that users can learn in the way that best suits their learning style, budget, and needs. PowerSchool’s training team offers a full complement of trainers who come with a minimum of 5 years in administration or extended school experience and many of whom have been using PowerSchool systems for years.

Training Designed to Fit Your Needs

PowerSchool will work in partnership with district to plan a training program that is customized to your needs. Understanding that each district has a unique set of needs PowerSchool proposes a blend of training options, ranging from traditional onsite training to guided online sessions to self-paced online courses. Your district will be empowered with the freedom and flexibility to customize training plans based on their needs and resources. PowerSchool’s ultimate training goal is to build capacity within your district; thereby, **reducing** the need (and costs) of **training over time**.

In addition, we are proposing district make extensive use of the “Train the Trainer” concept. PowerSchool’s commitment to and application of the “Train the Trainer” process has been effectively demonstrated in large-scale implementations. It will be employed in every possible instance to foster the district team’s ownership of the learning, to encourage the team’s self-sufficiency and to deliver best business value.

Training Methodology

PowerSchool's training methodology is role-based as opposed to functionality based. Our training program has specific curricula geared towards training the following groups within the targeted training population:

- System Administrator Training
- Software Support Training
- District Trainer Training (Train the Trainer)
- End User Training

Additionally, classes are modularized based on the roles and responsibilities of the users, allowing district to more effectively determine staff attendance. We can deliver instructor-led training for your PowerSchool solution in a variety of ways.

- Core Product Training: Initial Product training for a solid foundation using your solution.
- Additional Product Training: Select from training offerings in the Course Catalog to maximize adoption and return on investment.
- Continuing Education: Customized Professional Development based on district objectives and continuous improvement goals.



Instructor-Led Training

PowerSchool's instructor-led training is designed to meet the needs of customers at varying stages of product expertise. Courses include Core Product Training for beginners, and complex reporting topics for advanced-level users. PowerSchool offers several types of instructor-led courses:

- Online—half day or full day with one customer
- Onsite—three days or more with one customer
- Regional—either onsite or online
- Exclusive events—one-on-one training comprised of multiple training topics

Regional Event

Host a training event at a site and open it up to other districts. Host sites will receive one free seat after 10 paid registrations. PowerSchool will handle the management of all registrations and purchase orders, your district will simply provide a location for the event. Dates and locations for regional events will be posted on our website.

Exclusive Event

Schedule the event at your location for your staff only. Exclusive training events are typically for up to 20 participants, but concurrent sessions can be scheduled.

Core Product Training

PowerSchool Core Product Training delivers targeted instruction, guided practice, and authentic assessment so participants can apply what they have learned and incorporate PowerSchool into their daily responsibilities.

Depending on the PowerSchool product, core product training consists of 3 to 5 days of delivered **remotely or onsite** that focuses on how end users apply PowerSchool functions and processes to their day-to-day school responsibilities.

Suggested attendees and session offerings differ slightly based on user roles and district needs. Involve staff only in those sessions that are relevant to how they use PowerSchool in their role.

Additional Product Training

Participants can take their PowerSchool skills to the next level by attending onsite or online instructor-led sessions that cover additional training topics. Several of the intermediate and advanced courses cover topics that focus on processes users need to complete during different phases of the school year.

Additional Product Training courses include:

- PowerSchool Performance Matters: Introduction to Item Writing
- PowerSchool Performance Matters: Intervention Administration
- PowerSchool Performance Matters: Create and Manage Student Interventions

PowerSchool also offers advanced-level training consultations to provide one-on-one assistance.

Train-the-Trainer Certification

PowerSchool offers a train-the-trainer option whereby district technical representative can become certified to train other staff members. Certification candidates will gain comprehensive proficiency from expert PowerSchool trainers through step-by-step, how-to interactive training with Q&A sessions. Participants will learn how to introduce new PowerSchool systems into schools receive professional development training kits to train others.

Train-the trainer certification options include:

- PowerSchool Performance Matters Data Analyst
- PowerSchool Performance Matters Item Writer
- PowerSchool Performance Matters Test Designer

Certification courses are offered as online instructor-led sessions or onsite exclusive instructor-led events. Some certification courses are also offered at PowerSchool University conferences. All certification candidates must complete the prescribed curriculum, ranging from 2 to 10 days, and pass an open-book final exam. The exam for PowerSchool SIS Initial Product Training certification is project-based, while the others are online. Once certifications are earned, candidates will receive official

certificates and email badges from PowerSchool that qualifies them to provide training in WPS's schools.

End User Certification

PowerSchool users who are interested in increasing their product expertise can also become certified product users. Certification candidates will gain comprehensive proficiency from expert PowerSchool trainers through step-by-step, how-to interactive training with Q&A sessions. After certification candidates pass an exam, they will receive a certification badge.

Please see the following pages for more information on training opportunities for Performance Matters.

Performance Matters Assessment and Analytics

Training Opportunities



PowerSchool has a broad set of training offerings to supplement and enhance your Performance Matters Assessment and Analytics products. These offerings have been carefully designed to support your school, district, or board's project team and administration users.

TRAINING METHODS

Ways we can deliver instructor-led training for your PowerSchool solution



Core Product Training

Initial product training for a solid foundation using your solution



Additional Product Training

Select from training offerings in the Course Catalog to maximize adoption and return on investment



Continuing Education

Customized Professional Development based on district objectives and continuous improvement goals

USER ROLES

Each district or school we work with should designate attendees to fill certain roles that help carry out the training process. The roles for Performance Matters Assessment and Analytics training are defined as follows:



District Admin

The highest level of access usually reserved for users who manage the system



District User

Users who need access to district data



Principal

Access to all teachers and classes within one or more schools



School Admin

Access to all teachers and classes within one or more schools with different menu options than Principals



Teacher

Users with access to only their students



Co-Teacher

Users with access to a limited number of students, across classes

Performance Matters Assessment and Analytics | Training Opportunities

The recommended curriculum for instructor-led training sessions is listed below, according to the Tiered Services Package that your district purchased and the designated user roles. Training sessions are approximately 3 hours each with a 10 to 15 minute break included.

Course Description	Service Tier			User Roles						
	Basic Standard Advanced									
	6 SEATS	15 SEATS	4 DAYS	DA	DU	P	SA	T	CT	
Core Product Training Continuing Education										
PowerSchool Performance Matters Assessment & Analytics: Test Design & Delivery Part 1 Creating New Tests, Tab Adding Items to a Test, Setting Up the Scoring Assignment, Sharing Tests with Colleagues, Organizing Tests into Sections, Customizing the Print Layout, Creating Answer Key Only Tests	Training Recommendations									
	✓	✓	✓	DA	DU	P	SA	T	CT	
PowerSchool Performance Matters Assessment & Analytics: Test Design & Delivery Part 2 Managing Tests with Test Center, Navigating the Student Online Testing Experience, Proctoring Online Tests, Scoring Tests, Print Responses Report	3 SEATS	5 SEATS	1 DAY	DA	DU	P	SA	T	CT	
PowerSchool Performance Matters Assessment & Analytics: Dialogues with Data Part 1 Getting Started, MyDashboard for Administrators, MyDashboard for Teachers, Student Details, Analyze Local Assessments with Student Item Analysis				DA	DU	P	SA	T	CT	
PowerSchool Performance Matters Assessment & Analytics: Dialogues with Data Part 2 Create Custom Reports with Baseball Card, Analyze Student Performance, Compare District Performance with Scoreboard	3 SEATS	5 SEATS	1 DAY	DA	DU	P	SA	T	CT	
PowerSchool Performance Matters: Introduction to Item Writing Part 1 Organizing with Sources and Banks, Creating New Items, Creating Multiple Choice Items, Using Rubrics, Creating Extended Text Items, Adding Rubrics to Human-Scorable Items, Creating Side by Side Items with Multiple Interactions				DA	DU	P	SA	T	CT	
PowerSchool Performance Matters: Introduction to Item Writing Part 2 Using New Interaction Types, Creating New Items, Creating Inline Choice Items, Creating Order Items, Creating Numeric Grid Items, Adding Images, Copying Items, Creating Graphing Items, Creating Text Entry Items				DA	DU	P	SA	T	CT	

Curriculum Continued on Next Page ►

Course Description	Service Tier Basic Standard Advanced <div>6 SEATS</div> <div>15 SEATS</div> <div>4 DAYS</div>	User Roles <div>DA DU P SA T CT</div>
Core Product Training Continuing Education		
PowerSchool Performance Matters: Data Analysis for Administrators Getting Started, MyDashboard for Administrators, Student Details, Student Item Analysis, Create Custom Reports with Baseball Card, Analyze Student Performance, Compare District Performance with Scoreboard	<div>● ● ●</div>	<div>DA DU P ● ● ●</div>
PowerSchool Performance Matters: Intervention Administration Building the Foundation, Setting Up the Intervention Module, Creating New Interventions, Managing an Intervention, Monitoring Student Progress, Intervention Reporting	<div>● ● </div>	<div>DA DU ● ● ● ●</div>
PowerSchool Performance Matters: Create and Manage Student Interventions Setting Up the Intervention Module, Creating New Interventions, Managing an Intervention, Monitoring Student Progress, Intervention Reporting	<div>● ●  1 DAY</div>	<div>DA DU P SA T CT</div>
PowerSchool Performance Matters: Assessment & Analytics System Management Getting Started, Manage the Organization, User Management, Menu Security, Filter Security, Sources and Banks, Performance Bands, Assessment Categories, Delete Student Test Scores, Share Information	<div>● ● ●</div>	<div>DA DU ● ● ● ●</div>

To register for instructor-led training sessions, [CLICK HERE](#).
For more information, email us at training@PowerSchool.com.

Visit www.PowerSchool.com or call 1-877-873-1550 to learn more.



Training Subscriptions

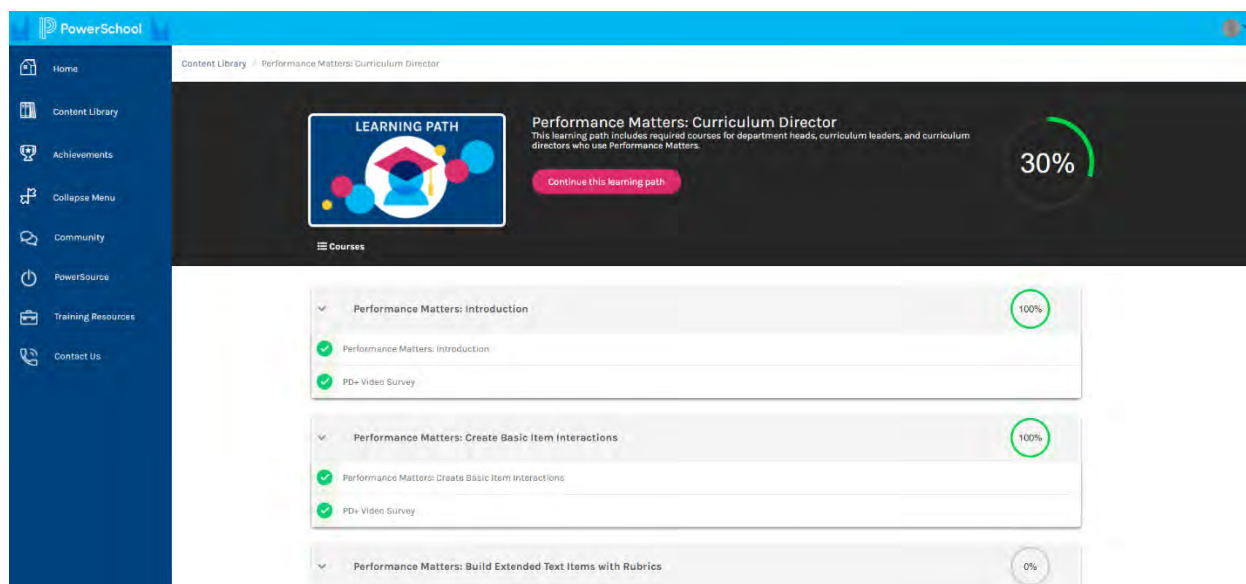
To ease budgets and streamline decisions, we've taken our most popular courses and grouped them together to create subscription-based training. Each subscription is designed to provide WPS with scalable choices so that all of your training and budgetary needs are met. Training subscriptions complement other training options and address a variety of needs, especially when:

- Staff need "refresher training" months after Core Product Training
- Product updates occur and staff need to keep up with new features
- There is staff turnover and new personnel need to get ready to work
- A staff member takes on new responsibilities
- A district needs to train many people at once

Professional Development Plus (PD+)

Professional Development Plus (PD+) is PowerSchool's best-in-class, professional training solution offered in convenient, flexible, and engaging formats. PD+ includes unlimited access to an extensive library of self-paced courses and short video tutorials. All district users will also have the opportunity to attend monthly webinars led by expert PowerSchool trainers. PD+ is a scalable and efficient online training solution to effectively reach all district users.

Self-paced courses are interactive and include demonstrations, hands-on activities, and assessments. Short video tutorials provide quick answers on how to perform a variety of tasks and are designed for time-pressed users with common PowerSchool questions. Live monthly webinars are delivered by expert PowerSchool trainers and cover solutions-focused topics that are relevant to each phase of the school year.



Performance Matters Curriculum Director Learning Path in PD+



PowerSchool University

PowerSchool University (PSU) is PowerSchool's premier training conference. Participants select from a wide variety of courses, taught by certified PowerSchool trainers for every user level from novice to experienced. Participants will learn dozens of tips, tricks, techniques, and best practices for everyday tasks.

Take up to a total of 24 hours of training classes. Each class provides hands-on training, in which participants will work directly within PowerSchool products and receive step-by-step instruction. Upon completion, participants will be prepared to immediately use the new skills they've learned. The PSU course catalog includes more than 65 different courses from which to choose. Classes are organized by topic and level of experience, making class selection easy. And participants will come away with the course materials for all classes, so the information they've learned is always in hand for review anytime, as well as reference for the classes they missed.

PSU staff is available to answer participants' PowerSchool questions. Throughout PSU, PowerSchool Support staff will be available to meet with participants at a PowerSupport one-on-one appointment to provide detailed answers to their questions. Our trainers and customization experts are also available in the afternoons during Open Lab. Participants will assuredly leave PSU with all of their questions answered!

Participants can meet fellow users in the PowerSchool community to build and expand their peer support group and share ideas, experiences, and best practices. Participants will have abundant opportunities to network with staff, trainers, and other PowerSchool users during each of their classes and at every meal.

Additionally, participants can earn Continuing Education Units (CEUs) toward their professional development at PSU.



Professional Learning

Using professional learning, teachers can build a bridge from knowing how to make technology work to using technology to transform instructional delivery, student engagement, and parent communication so that student growth and achievement increase exponentially! Professional learning offerings are delivered onsite by expert PowerSchool coaches, committed to helping educators get the most out of PowerSchool solutions.

Professional learning offerings include modules on college and career readiness best practices, empowering administrators to become academic leaders, math initiatives, reading initiatives, and new teacher best practices.

Additionally, PowerSchool Professional Learning Services allows districts to customize a professional development package to complement their formative assessment implementation plan and drive school improvement efforts towards success. PowerSchool offers a suite of professional development services around successful assessment administration.

Our ACT Preparation Services prepare teachers, administrators, and students for these accountability requirements through:

- Professional development workshops
- Individual teacher mentoring
- Content area meetings
- Student ACT preparation sessions



Ongoing Support

PowerSchool not only strives to create innovative technology, but also to provide customers with innovative customer support based on best practices. Our success as a

“The support in switching over was amazing....If they don’t have the answers to your questions, they go out of their way to find the answers. After almost a full year I am still utilizing their knowledge. There is so much to learn, and I don’t know what I would have done without this amazing group of people.”

Cheryl Whitney

Executive Assistant

Tsuut’ina Nation Depart of Education, Alberta

Customer Care Team is driven by the belief that **customer support is a lifelong way of thinking**. It is not only a function of resolution when you need help, but rather a behavior of excellence that is pervasive across the entire company.

PowerSchool is foundationally committed to providing WPS with the support they need to be successful, so **educators and students can thrive**. We will stand by and deliver an ongoing commitment to provide WPS with outstanding customer care and professional development/education for staff.

With a growing team of over 900 Customer Care Team members, PowerSchool is fully committed to meeting the full Services needs of WPS. Our long and successful history in education has come by establishing and maintaining positive relationships with state departments of education, school customers, and their agents. To build trusting relationships, we establish clear expectations, maintain open communication, and deliver on time and within budget.

Phone, Chat and Email

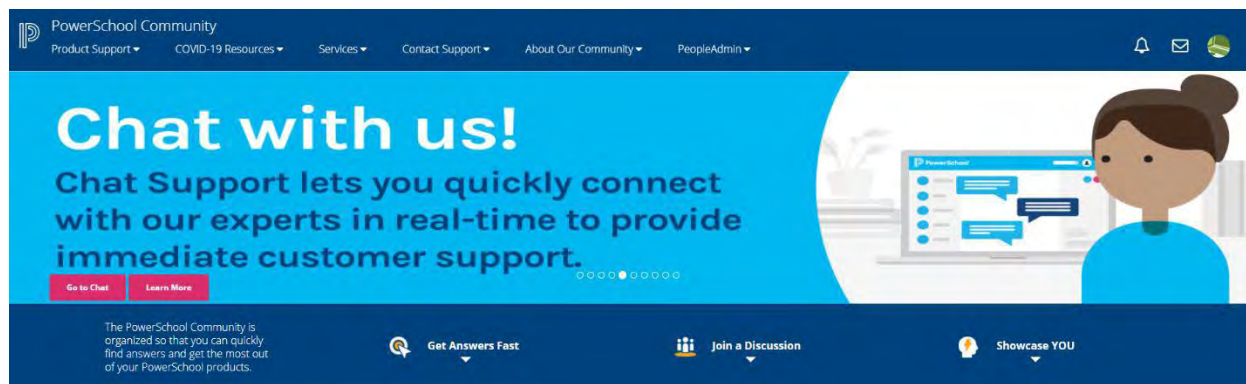
Our representatives approach each caller as an individual with specific needs and concerns while addressing each call thoughtfully and efficiently. Users can access support through a variety of convenient avenues – phone, chat, or email/web.

Online Help

Contextual Help is available for all users online, any time, and at the click of a button. Walk-through task guides are role based and can be accessed through the Help link available in all portals and pages.

PowerSchool Community and Knowledgebase

Unlike traditional websites that only allow users to receive information, PowerSchool Community allows all users to **access, participate in** and **contribute to** the worldwide PowerSchool Community.



An Expansive Knowledgebase. Quickly search more than 29,000 articles and documents.

Forums. Connect and collaborate with more than 329,800 members in more than 17,300 discussions.

Professional Development. Immersive and comprehensive web-based distance learning courses.

Mastery in Minutes. Access a growing list of more than 150 interactive and entertaining tutorials.

PowerSchool Community Exchange. An area for sharing reports, transcripts, custom pages, and more with other PowerSchool users at no cost.

Training Documentation. PowerSchool Group will provide you with all available system and training documentation as part of the overall implementation. In addition, further system and training information—quick references, tutorials, videos—is available through PowerSchool Community.

Services Expected of the City

The figure that follows outlines the customer's typical roles for a PowerSchool implementation and beyond. Depending on WPS staffing, each role can be separate or combined. Customer team members often wear multiple hats and may need to assume more than one role.

District Implementation Team	
ROLE	RESPONSIBILITY
Customer Project Lead	<ul style="list-style-type: none"> • Heads customer project steering committee • Responsible for approving and establishing customer-wide policies, procedures and standards; escalation point for customer issues • Prioritizes licensee's project team workload and supplements project staff accordingly to meet project goals • Provides information, data, decisions, and approvals as required to meet project objectives • Identifies and allocates dedicated customer project resources; facilitates and tracks executions of licensee's project tasks; serves as single point of contact between PowerSchool Implementation Team and other customer stakeholders. • Monitors and reports progress to licensee's senior management; communicates any deviations in project timeline to PowerSchool's project manager • Helps resolve project issues and escalates when necessary; participates in project status meetings • Provides direction for licensee's project team members; facilitates communication between customer stakeholders
System Administrator	<ul style="list-style-type: none"> • Identifies and allocates customer's technical resources • Tests PowerSchool hardware and supporting software to determine successful implementation • Performs ongoing operational support of PowerSchool, including underlying hardware and software support and maintenance • Deploys future PowerSchool releases
Subject Matter Expert	<ul style="list-style-type: none"> • Gathers customer/school reference and setup data • Inputs setup data into PowerSchool
Data Analyst	<ul style="list-style-type: none"> • Performs customer data analysis, clean up, and data mapping • Performs data imports and validates integrity of converted data; analyzes, develops, and unit tests extract and import routines as required to interface PowerSchool data into and out of licensee's legacy system

District Implementation Team	
ROLE	RESPONSIBILITY
Training Coordinator	<ul style="list-style-type: none"> • Works with PowerSchool Training Team to create customer's training plan • Coordinates customer's trainer resources • Ensures successful training of customer's trainers or end users depending on training approach • Ensures customer-specific business processes are incorporated into training • Schedules training facility and obtains required equipment • Schedules training & confirms successful execution of training
Test Coordinator	<ul style="list-style-type: none"> • Confirms validation and approval of converted data • Conducts system readiness planning and testing to ensure business scenarios support customer's use of PowerSchool
Application Administrator	<ul style="list-style-type: none"> • Performs ongoing, customer-specific maintenance of PowerSchool application, such as adding/deleting user accounts, managing configuration tables, importing or exporting regular reports

Information Regarding: Failure to Complete Work, Default and Litigation

PowerSchool's customer list, including any termination information, is considered confidential information. This policy is based on our desire to respect the privacy and confidentiality of our customers, restrictions outlined in our PowerSchool Main Services Agreement, as well as applicable state and local laws preventing said disclosures.

PowerSchool is a private company and as such does not disclose information related to litigation history. Additionally, and for various reasons, including the existence of confidentiality obligations and related concerns, PowerSchool does not disclose the specifics of any particular dispute as a matter of policy. However, there is no dispute or legal action currently outstanding that, in PowerSchool's opinion, would materially impact PowerSchool's ability to fulfill any of PowerSchool's present or anticipated contractual obligations with respect to the products and services proposed in PowerSchool's bid.

PowerSchool Group LLC has never filed for bankruptcy and is pleased to note that we have a history of acting as a responsible corporate citizen and partner to our clients.

Additional Data

PowerSchool Performance Matters Assessment

Assessments and Analytics

The Performance Matters solution enables educators to create and administer assessments, analyze student data, and act on that data to inform instruction and impact teaching and learning throughout the academic year. Designed to serve instructional purposes by providing teachers and administrators with actionable data about the effectiveness of recently delivered instruction, the platform will provide the optimal solution to the requirements, specifications, and needs as detailed in the RFP.

Our robust, comprehensive student assessment platform features a flexible online testing engine with tools like those on Connecticut assessments, as well as plain paper scanning, providing an open assessment platform for teacher or district-level testing for every subject and all grade levels. The platform is content neutral, allowing the District to author locally-created items with graphics, math equations and formulas, load licensed items and item banks, and use content provided by PowerSchool. Authoring tools are provided so the District can author technology-enhanced items and create all types of assessments - including interim, formative, benchmark, summative, and more. The user-friendly platform supports the administration of authentic assessments with innovative item types that create varied interaction opportunities for students and allows users to build and administer multiple technology-enhanced items that allow students more interaction with the content, as well as increasing its rigor. Students will encounter many of these item types on state assessments, and our platform is built to provide assessment experiences that align with the state assessments.

The platform also features a unique and unrivaled scoring performance application that provides visibility into student work and is ideally suited for performance tasks. This performance scoring app can be utilized in a variety of ways, providing visibility into student work ideally suited for performance tasks through the interactive scoring of constructed student responses in media, print, or text using bracketed rubrics and anchors. In addition, multiple raters and blind scoring can be engaged in the scoring of performance tasks to reduce bias and increase reliability.

Assessment Product Components



PowerSchool supports the creation of assessments, items, and resources. The platform supports the administration and authoring of technology-enhanced items.

Performance Matters Welcome, HEATHER NICHOLS! Connection Status: Good

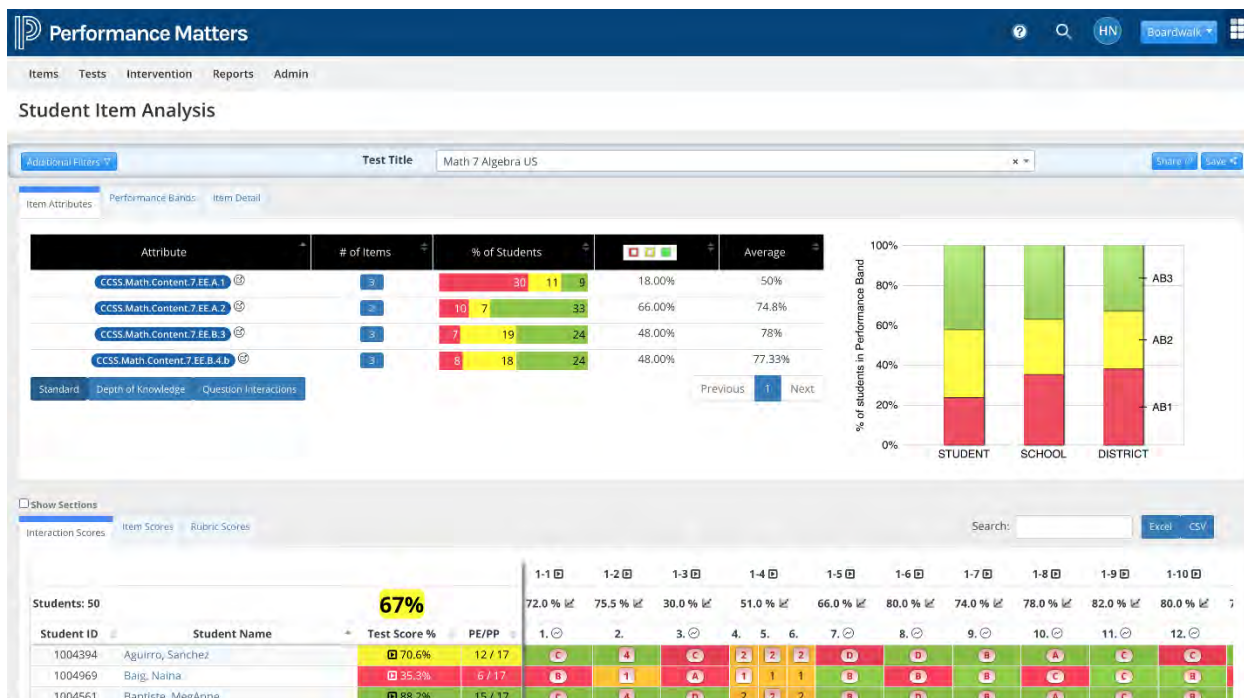
Question 11 of 12

TEI Test Sample Question: 1-11

Correctly match the president names with their picture.

	Thomas Jefferson	
	George Washington	
	Abraham Lincoln	

Navigation: Previous, Pause, Next



Remove Barriers Between Instruction and Assessment Data

Ensure that teachers are minimizing the time between reviewing student assessment data, identifying standards based instructional gaps, and delivering personalized learning experiences, no matter where students are.

Standards Alignment → Easy tracking of Student Progress

PowerSchool understands that it is not just a student's grade that reflects their achievement but also their mastery of specific learning objectives they are expected to master.

All items in Performance Matters can be aligned to learning objectives and outcomes including those in place for Connecticut. This allows teachers to track not just student performance, but student mastery of specific items at a granular level. This can help teachers pinpoint whether a student struggles with a specific concept or rather a type of assessment.

PowerSchool Performance Matters Analytics (Optional Solution)

PowerSchool Performance Matters Analytics provides industry-leading, rich, and robust analytics to immediately enhance understanding of the data through drill-down capability to subgroups from all user role levels. By adding Analytics to Performance Matters Assessment, you will truly have a comprehensive assessment and analytics solution. This allows you bring in additional measures such as state assessments, national assessments, or third-party assessment results side by side with your local assessments.

Performance Matters Analytics is the market leader and outperforms all other web-based analytics platforms in both the power, ease-of-use, and diversity of capabilities. The platform provides accessibility to student data and reports that analyze growth and standards mastery with powerful functions, providing ease-of-use to analyze all pertinent data about student achievement. Performance Matters Analytics features support for multiple data sources, intuitive data visualization, powerful data filtering, disaggregated longitudinal analysis, as well as a keystone Early Warning System.



On-Demand Reporting



Dashboards



Student Data Portal/
Platform for MTSS



Early Warning System

Features include:

- Role-based dashboards that analyze student data;
- Summative and benchmark test scores; and
- Other critical information in an easy-to-understand, color-coded, and graphical format.

Teachers can easily and quickly view student growth against specific standards and competencies, as well as student growth over time for individuals and groups. Sorting and filtering options ensure that even the largest reports are easily manageable.

Local, state, national, third-party, and intervention data can be imported into one view. Highly configurable and robust yet user friendly, the platform reduces the burden on educators through ease-of-use. Data can be viewed longitudinally, whether it is benchmark/district assessments, additional assessments required by the State Department of Education, or national test data. These data can be viewed by student or aggregated by any subgroup cohort, including teacher and school, as well as many other groups.

A centerpiece of the Performance Matters solution is built upon the ability to track the progress of student learning. This has led to a broad range of reporting and analytics that support progress monitoring. Integrated with these progress monitoring tools are modules that support the data driven

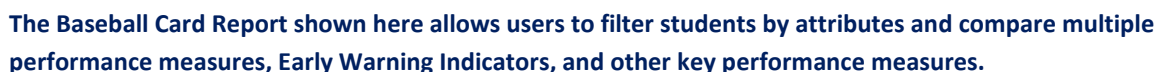
actions such as Early Warning, interventions, Progress Monitoring Plans, and Student Learning Objectives.

The Early Warning System allows educators to monitor academic and behavioral achievement for a targeted student or student group. With Performance Matters, teachers can instantly review student data, such as local, state, and college-readiness data, demographics, and non-academic indicators in a single place. Our approach makes it easy for teachers and district faculty to review multiple measures about students, identify interventions to accelerate student learning in deficient areas, progress monitor, and act to ensure continued positive progression.

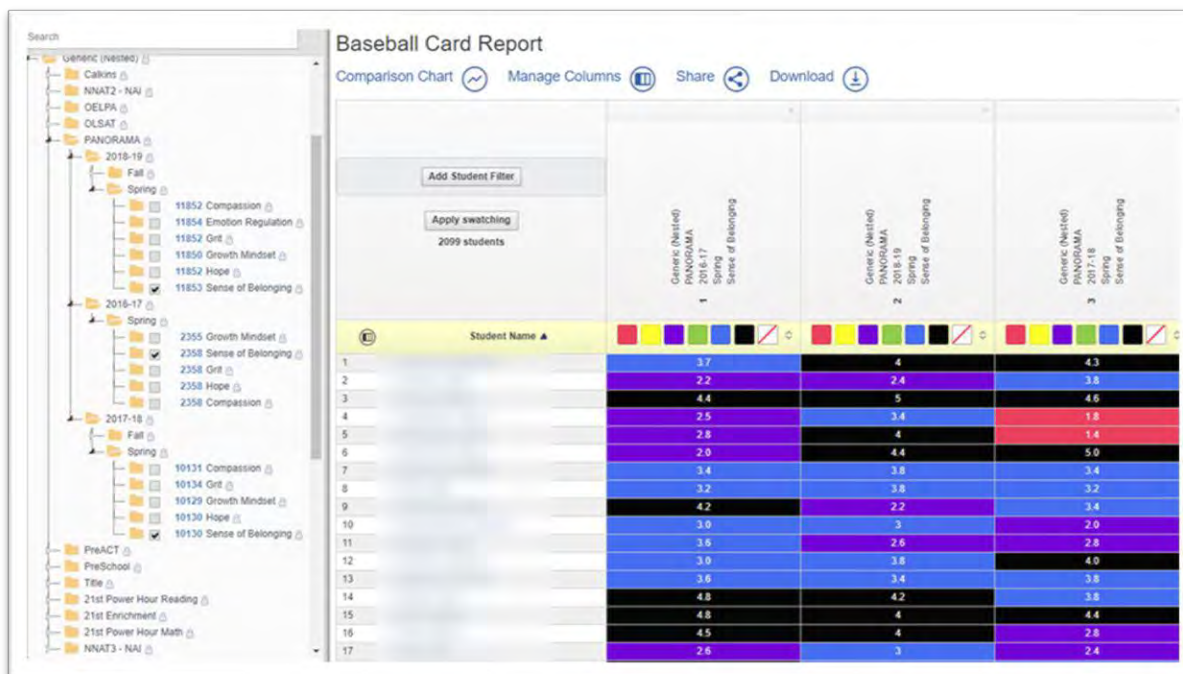
Performance Matters provides dashboards and reporting capabilities for all assessment results, whether local assessments, district measures, grades, state assessments, national assessments, third-party assessments, etc., or a mixture of any of these. Performance Matters loads district common assessments and teacher-created assessment results into the platform. These data provide industry leading rich and robust analytics to immediately enhance understanding of your data through drill-down capability to subgroups from all user role levels. Reports can then be saved and securely shared with others, with automatic data view based on role, building, and class. Coupled with a strong Early Warning System for grades, behavior, absenteeism, and many other indicators, early detection of at-risk students can be accomplished.

The Baseball Card and Scoreboard reports are built from any data in the system (local tests, early warning indicators, state tests, national tests, etc.) and filtered by any data levels, geographical, demographic, RTI/MTSS, EWS or custom filters. Aggregates can be set at school, teacher, class, subgroup level or any combination. Comparisons can be made at the student, class, teacher, school, or district level. Reports can then be saved and securely shared with others, with automatic data view based on role, building and class. As many as 100 additional Custom filters can be created. These custom filters could be Title 1, Gifted, college readiness, intervention Math Tier, after school programs, 504 Plan, homeless, last year retained, GPA, feeder school etc.

Data such as benchmark/district assessment can be viewed longitudinally. All tests created within the platform can have cut scores set by the role or owner group. These can be changed by owners, if needed, even after testing takes place and colors will automatically readjust for the new cuts. This data can be viewed by student or aggregated by any sub-group cohort, teacher, school, etc.



Additionally, most any generic data measure can be imported into the system so that it can be used in, and part of, any analytics question and answer. Non-academic metrics can be entered, stored, and reported by PowerSchool Performance Matters. Below is an example of Panorama SEL factors. These can be compared with academic, intervention, and Early Warning measures.



In addition to assessments, staff can analyze SEL data over time and identify students who may need additional SEL support.

Staff can quickly drill down on indicator components and identify students in need of interventions by applying filters ranging from assessment data, behavior incidents, and Early Warning Indicators, as shown below.

3 Students Meet Your Criteria		Passed ELA 2018	Reading Below Grade Level - 2019	D or F Fall 2019 Course Grade	5 or more absences
Student Name ▲					
1 1 Cxxxxx, Sxxxx		751	44	62	5
2 1 Hxxxxx, Axxxxx		751	43	62	9
3 1 Hxxxxx, Mxxxx		751	44	59	5

Here, a filter has been applied to identify three students who passed the state English Language Arts (ELA) assessment in 2018 but are reading below grade level in 2019, had a D or F in the Fall of 2019, and already have five or more absences.

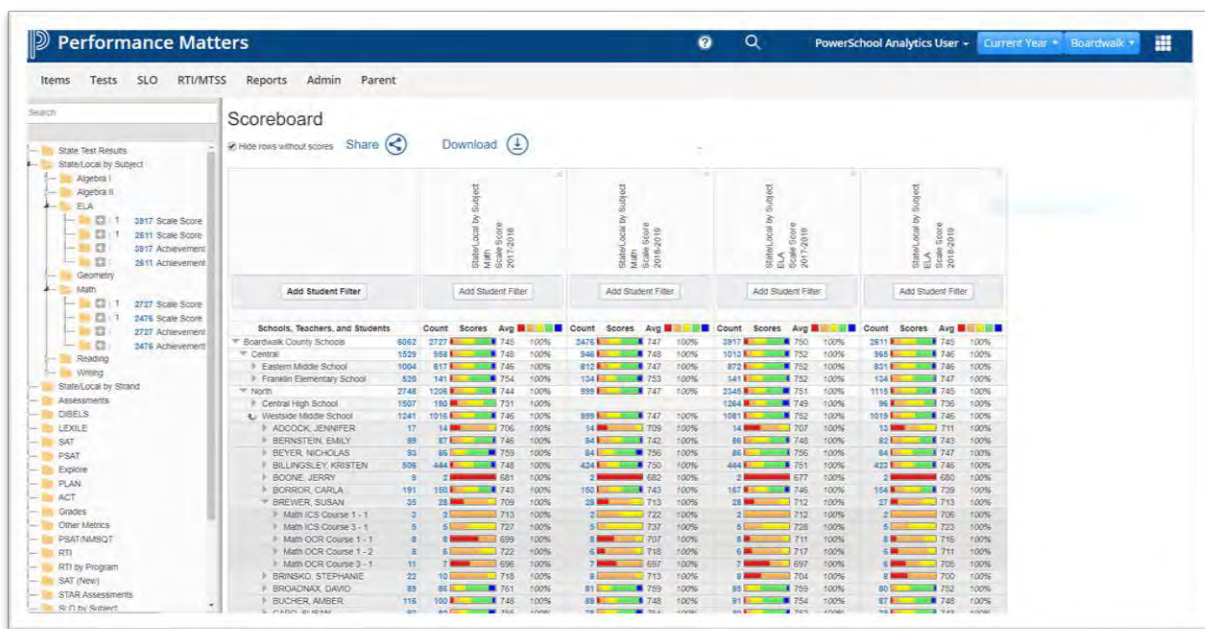
Performance Matters Analytics will also allow the District to track the progress of students receiving interventions and identify which interventions are working. Below is a set of students in an intervention that scored non-proficient on a math diagnostic at the beginning of the year. During the intervention, students are given quick checks or other types of checkups. These students have three (3) weeks of quick checks, a district interim, then three (3) more weeks of quick checks. In the last column, you can view their marking period grade. As you can see, students #2 and #4 are not making progress. Because Performance Matters supplies the intervention tracking within the system and pulls all intervention data with all assessment data, the interventionist pulled in two more auto-calculated fields - % of time by student in the intervention and the participation % when in the intervention. Both students #2 and #4 have lower attendance and participation in the intervention than the other students, which could be the

reason that they are not progressing.



From the Baseball Card Report shown here, staff have identified two students who are not progressing within an intervention.

PowerSchool Performance Matters provides different longitudinal ad-hoc reports that are available for any user based on their level of security. A specific report, the Scoreboard report, allows for aggregated summaries by subgroup populations, making it very easy to compare a specific assessment or multiple assessments aggregated by district, school, teacher, class, and by student. The Scoreboard Report has a similar structure as the Baseball Card report, but its primary purpose is to compare course, teacher, school, and district averages for all students as well as their demographic groups. Utilizing the same filtering capabilities found throughout the platform, users can monitor proficiency levels by school, course, teacher, student, and subgroup. Custom Filters can also be applied, showing each subgroup or district defined categories. Custom Filters can exist for many different uses such as After School Programs, 504 Plans, Feeder Schools, Last Year Retained, Cohort Year, etc.



Primarily for district use, the Scoreboard shown above allows staff to compare overall student performance longitudinally and to drill down to particular schools, courses, and students.



Here, district staff are choosing which metrics to pull into the Scoreboard Report.

If the District has data by student you would like to use as a filter for a data column, those are set in Custom Filters, as shown below. Custom Filters can also be used to assess students.

Student Filter
X

Demographics
Geographical
RTI/MTSS (Unify)
Early Warning Indicators
Custom Student

Gender	School Type	Tier	Missed Instructional Time	FAY
SWD-SpecEd	School of Instruction	Category	Truancy Events	504
SWD-SpecEd Primary Exceptionality	School Cluster	Program	Truancy Rate	GR
LEP-ELL	Teacher	Intervention	Absence Events	Cohort Year
LEP-ELL Category	Course Subject	Scoring Tool	Attendance Rate	Homeless
ED-FRL	Course	Interventionist	Course Failures	PD Course
ED-FRL Category	Class	Completion Date	GPA Target	Edgenuity Enrolled
Migrant	Student	Enrollment Date	Academics - State Testing	Student Retained
Ethnicity			Academics - Local Testing	Lowest 25 Math
Current Grade			Behavior by Level	Lowest 25 Reading
School of Enrollment			Behavior	Graduation Year
Gifted			Mobility	Student Retained
Title 1			Retained	Prior School Name
			Multiple Warnings	Custom 14
			HST Course Failures	Custom 15
			Behavior By Incident	Custom 16

Apply
Cancel

Student filters, shown here, provide many ways to group student data.



Office of Early Childhood
30-B Church Street
Waterbury, CT 06702

Maureen Bergin
Supervisor of Early Childhood

#8

P: (203) 574-8024
F: (203) 574-6709
www.waterbury.k12.ct.us



Executive Summary

DATE: June 17, 2021

TO: Honorable Board of Education

FROM: Maureen Bergin, Supervisor, Early Childhood Education Program

SUBJECT: Amendment Number 2 to Professional Services Agreement RFP No. 6295 for Early Childhood Pre-School Curriculum between The City of Waterbury, Connecticut and Teaching Strategies, LLC

On behalf of the City of Waterbury Early Childhood Education Program, I am hereby submitting for your approval, contingent upon approval by the Board of Education at its July 2021 regular meeting, Amendment Number 2 to Professional Services Agreement RFP No. 6295 for Early Childhood Pre-School Curriculum between The City of Waterbury, Connecticut and Teaching Strategies, LLC.

Early Childhood Department and Teaching Strategies, LLC are requesting approval to amend said Contract to purchase 49 teacher print editions of the following studies: The Pet Study, The Gardening Study, The Exercise Study and 43 copies of the Getting Ready for Kindergarten Study. These materials will enable digital and physical access to books and poetry throughout the school year. We are requesting approval for the additional purchase of three English and two Spanish Creative Curriculum 6th Edition, Ready Rosie, Gold Online Assessment, and Online Professional Development to support the teaching and learning for 3 classrooms opening in August 2021. Funding for this contract will be through a credit issued to the Waterbury Public School's Department of Education resulting from Amendment 1.

Teaching Strategies, LLC contract provides opportunities for ongoing learning for all teachers, paraprofessionals, and classroom assistants in the implementation of the approved Creative Curriculum and Gold Assessment Programs. Creative Curriculum shows alignment to the Connecticut Early Learning and Development Standards and Connecticut Developmental Observation and Teaching System (CT DOTS).

The amount of the original contract is \$180,517.20. The amount of the contract as amended is \$216,079.48.

Amendment Number 2
to
Professional Services Agreement
RFP No. 6295
for
Early Childhood Pre-School Curriculum
between
The City of Waterbury, Connecticut
and
Teaching Strategies, LLC

THIS AMENDMENT, effective on the date signed by the Mayor, is by and between the City of Waterbury, 235 Grand Street, Waterbury, Connecticut ("City") and Teaching Strategies, LLC, a State of Delaware duly registered foreign limited liability company doing business at 4500 East-West Highway, Suite #300, Bethesda, Maryland ("TS").

WHEREAS, the parties hereto entered into a Professional Services Agreement RFP 6295 for Early Childhood Pre-School Curriculum commencing on July 1, 2020 ("Contract") and there after amended said Agreement by executing Amendment Number 1; and

WHEREAS, the parties wish to amend said Agreement, as amended by Amendment Number 1, to include Creative Curriculum for Preschool, 6th edition Programing at a cost of **\$49,816.60** as further set forth in **Attachment A** to this Amendment Number 2.

NOW THEREFORE, the parties hereby agree and covenant to amend the Contract as Amended by Amendment Number 1 as follows:

1. Paragraph 6.1 as Amended by Amendment 1 shall be deleted and replaced with the following language:

"6.1. Fee Schedule. The fee payable to TS shall not exceed **TWO HUNDRED AND SIXTEEN THOUSAND, SEVENTY NINE DOLLARS.....48/100 (\$216,079.48)** for the entire five-year Contract Time in accordance with TS Pricing Schedule set forth in **Attachment A**, as amended by Amendment 1 and as further amended by this Amendment 2 and its attached **Attachment A** attached hereto to and made a part of this Amendment Number 2 as if fully set forth herein;

6.1.1 Teaching Strategies Gold Assessment Portfolio Fee
\$15.95 per student/portfolios for 930 students/portfolios
Amount not to exceed for entire five year Contract Time.....**\$74,167.50**

6.1.2 Creative Curriculum Digital Resources-Subscription Fee
1 Unit: Amount not to exceed for entire five year Contract Time..... **\$1,250.00**

- 6.1.3 Creative Cloud for Preschool* – Subscription Fee
46 Units Years 1, 2, & 3 of Contract Term
Amount not to exceed for years 1, 2, & 3 of Contract Time**\$73,599.54**
* as described in Schedule A attached hereto and made a part hereof
- 6.1.4 Creative Curriculum Digital Resources - Subscription Fee
46 Units, Years 4 & 5 of Contract Time
Amount not to exceed for years 4 and 5 of Contract Time.....**\$23, 500.00**
- 6.1.5 Professional Development Implementing Creative Curriculum
Day 1 and Day 2 -A fee of \$2,380 per day per consultant will be charged.
Due to the size of staff, we require 2 consultants per day.
Amount not to exceed for entire five year Contract Time.....**\$47,600.00**
- 6.1.6 Credit for 47 units of Creative Curriculum Digital Resources
to be paid to City by TS within thirty (30) days of City's payment
of the amount set forth in section 6.1.3 above.....(**\$53,854.16**)
- 6.1.7 Creative Curriculum for Preschool, 6th edition as further
Detailed in **Attachment A** of this Amendment.
Amount not to exceed**\$49,816.60**
- 6.1.8 Total Compensation for the five year Contract Time
In an amount not to exceed..... \$ **216,079.48**

3. All other terms, conditions and provisions of the Contract remain in full force and effect and binding upon the parties.

(The next page is the signature page)

IN WITNESS WHEREOF, the parties hereto executed this Amendment Number 2 on the dates indicated below.

WITNESSES:

CITY OF WATERBURY

By: _____
Neil M. O’Leary, Mayor

Date: _____

WITNESSES:

TEACHING STRATEGIES, LLC

By: _____

Its _____

Date: _____



City of Waterbury Disclosure and Certification Affidavit 002.pdf

DocVerify ID: 4DDFE414-40C4-490E-A6E8-81F0063558E4
Created: June 24, 2021 08:00:07 -8:00
Pages: 9
Remote Notary: Yes / State: MD

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E-Signature Summary

E-Signature 1: Christine Skelley (cls)

June 24, 2021 08:07:35 -8:00 [AF053223E9C2] [138.88.154.223]
christine.s@teachingstrategies.com (Principal) (Personally Known)

E-Signature Notary: Rashae Travers-Oni (RTO)

June 24, 2021 08:07:35 -8:00 [2633DB5B1AEE] [71.163.240.131]
rayetravers@gmail.com
I, Rashae Travers-Oni, did witness the participants named above electronically sign this document.



IN WITNESS WHEREOF, the parties hereto executed this Amendment Number 2 on the dates indicated below.

WITNESSES:

CITY OF WATERBURY

By: _____
Neil M. O'Leary, Mayor

Date: _____

WITNESSES:

TEACHING STRATEGIES, LLC

_____

By: _____
Christine Skelley
Its _____ Director, Legal Affairs

Date: _____ 6/24/2021

F:\New Electronic Filing System\FILE MANAGEMENT\Transactional\Contracts\Education Contracts\Teaching Strategies, LLC- Amendment #2 CRT21-191\Final Documents\Final Amend #2 6-17-21.doc



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 Maryland

SS.: _____

County of Prince George's

Christine Skelley, being first duly sworn, deposes and says that:

1. I am the **representative** of Teaching Strategies, LLC, 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

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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		NONE		
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		NONE		
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 NONE		
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

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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 John Olsen	Chief Executive Officer	5/14/1967	Officer
2 Heather O'Shea	Chief Financial Officer	11/29/1984	Officer
3			
4 UTJ Holdco Inc.			100% ownership interest

(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:

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

Witness

Name of Partnership/Business

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 _____ 201__.

(Notary Public)

My Commission Expires: _____

For Corporation

Witness

Christine Skelley

Name of Corporate Signatory

4500 East West Highway, Suite 300
Bethesda, MD 20814

Address of Business

Affix
Corporate
Seal

By: 
Name of Authorized Corporate Officer



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

Its: Director, Legal Affairs
Title

State of Maryland)

) SS

County of Prince George's)

Christine Skelley being duly sworn,

deposes and says that he/she is Director of Legal Affairs of Teaching Strategies and
that he/she answers to the foregoing questions and all statements therein are true and
correct.

Subscribed and sworn to before me this 24th day of June 2021.

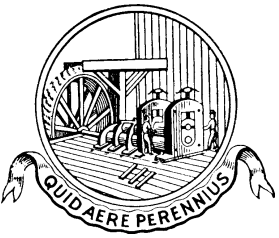
My Commission Expires



R-20
Signed on 2021/06/24 08:07:35 -E100

(Notary Public)





Waterbury Public Schools

236 Grand Street ♦ Waterbury, Connecticut 06702 ♦ (203) 346-3512 ♦ Fax (203) 574-8010

Mr. Matthew Brown
Chief Turnaround Officer

MEMORANDUM

DATE: June 22, 2021

TO: The Honorable Board of Aldermen

FROM: Matt Brown- Chief Turnaround Officer- Education

SUBJECT: **Board of Aldermen Approval Request of Amendment #2 of Contract** with Cormier Consulting, LLC for provision of Professional Learning and Coaching for Teachers and Administrators at Commissioner's Network Schools.

The Education Department (BOE) respectfully requests your approval of the above-referenced contract Amendment #2 to the Cormier Consulting, LLC Contract for professional learning and coaching of teachers and administrators at Waterbury district schools that are members of the Connecticut State Department of Education Commissioner's Network. **This Amendment #2 extends the Contract one (1) additional year at a cost not to exceed \$253,800.00. Board of Education approval is anticipated at its July 15, 2021 meeting.**

The Amendment also includes options to extend the contract for two additional one-year term through 2024; compensation for any options exercised will be negotiated at that time. This contract was initially awarded for the 2020-2021 school year through the Commissioner's Network and services were provided at four Waterbury schools – North End, Wallace, West Side and Wilby – who are a part of this state turnaround network. All four schools included Cormier Consulting as a provider in their applications for membership in the network and have received approval from the Connecticut State Department of Education Turnaround Division to continue to do so in the upcoming school year.

Under this amendment, which will run from July 1, 2021 to June 30, 2022 and will be funded via the Commissioner's Network funds, Cormier Consulting will continue to provide the following services:

- Conduct professional training in the area of instructional rigor, depth of knowledge questioning techniques, and student academic discourse.
- Conduct professional coaching of teachers in the area of effective lesson design, lesson delivery, formative assessment and data collection.
- Conduct professional training in the area of leadership team development, organizational effectiveness, data informed decision making and strategic planning.
- Conduct professional training in the area of restorative practices, positive behavioral interventions and supports, and school culture/climate initiatives.

The aforementioned services are consistent with the scope of the previously signed procurement agreement between the City of Waterbury and Cormier Consulting. The contract will be amended to include an additional 105 days of services spread between the four schools as well as associated materials for staff. The cost for the additional days of service (\$2,000/day) plus materials shall not exceed \$256,850.00

Accordingly, attached for your review and consideration are the requisite number of copies of the proposed contract amendment.

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: Board of Education

AMENDMENT 2
to
PROFESSIONAL SERVICES AGREEMENT
for
TEACHER & ADMINSTRATOR PROFESSIONAL DEVELOPMENT
between
The City of Waterbury, Connecticut
Board of Education, Education Department
and
Cormier Consulting, LLC

THIS AMENDMENT 2 (“Amendment 2”), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (hereinafter the “City”), City Hall, 235 Grand Street, Waterbury, Connecticut and Cormier Consulting, LLC, (hereinafter “Cormier Consulting” or “Consultant”), with its principal place of business located at 589 East Street, Middletown, Connecticut 06457, a State of Connecticut duly registered limited liability company (jointly referred to as the “Parties”).

WHEREAS, the Parties entered into an Agreement to provide teacher and administrator professional development services, effective on November 10, 2020 (the “Agreement” or “Contract”); and

WHEREAS, the Parties executed Amendment 1 to the Agreement on February 24, 2021, to provide for additional services and compensation for West Side Middle School; and

WHEREAS, in accordance with Section 21 of the Agreement, the Parties hereby wish to amend the Agreement to extend the term of the Agreement to provide for additional professional development services and additional compensation, consistent with the Agreement.

NOW THEREFORE, it is mutually agreed to amend the Agreement as follows:

1. The Contract Recitals/Preamble at the beginning of the Agreement shall be amended to read as follows:

WHEREAS, pursuant to Conn. Gen. Stat. §10-223h the State of Connecticut has established the Commissioner’s Network which is a commitment between local stakeholders and the Connecticut Department of Education (“CSDE”) to improve student achievement in up to twenty-five (25) schools in Connecticut; and

WHEREAS, the City of Waterbury’s Department of Education (“City”) submitted three (3) applications containing the Turnaround Plans for three (3) City Schools (North End Middle School, West Side Middle School, and Michael F. Wallace

("Wallace") Middle School) to be selected to participate in the Commissioner's Network starting in Fall 2020 (2020-2021 school year); and

WHEREAS, the City of Waterbury also submitted an Expression of Interest Form for one (1) City School (Wilby High School) to be considered for a planning year (2020-2021) to develop a Turnaround Plan and subsequently apply to participate in the Commissioner's Network; and

WHEREAS, the City's three (3) applications and Turnaround Plans for North End Middle School, West Side Middle School, and Wallace Middle School ("Turnaround Schools") were approved by the State of Connecticut Department of Education, Commissioner of Education and have been selected to be a part of the Commissioner's Network beginning in Fall of 2020; and

WHEREAS, upon receipt of the Expression of Interest Form for Wilby High School, the City received an invitation to initiate the planning process for the 2020-2021 school year (first-year planning Turnaround School) to prepare for full implementation in fall 2021 upon which time an application can be submitted to be selected into the Commissioner's Network; and

WHEREAS, on May 5, 2021, the State of Connecticut, State Board of Education, approved a resolution adopting and approving Wilby High School's Turnaround Plan and hence, selecting Wilby High School to be part of the Commissioner's Network beginning in Fall 2021; and

WHEREAS, the City is the recipient of, and expectant recipient of, grants for the above-mentioned City Schools which have each been awarded grant funding from the State of Connecticut Department of Education to implement the Turnaround Plans for the four (4) Turnaround Schools that have joined the Commissioner's Network; and

WHEREAS, the City has selected the Consultant to perform overall professional development services and planning for Teachers and Administrators at the City's four (4) Turnaround Schools, as further described below; 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").

2. Scope of Services. Section 1 of the Agreement shall be amended to read as follows:

1. Scope of Services. The Consultant shall furnish all of the labor, services, products, 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 Scope of Services

under this Contract shall be in accordance with all applicable standards, requirements, and budget for the services to be provided pursuant to the Grants awarded for the Program(s) through the Commissioner's Network. 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. Within 30 days of execution of this Contract, the Consultant shall provide or otherwise confirm the final proposals, specifically for each of the four (4) schools mentioned herein, including hours, days, schedule of work to be performed and fees, and as shall be agreed upon by the Parties.

1.1. The Scope of Services for the 2020-2021 School Year, to be provided is all pursuant to the Commissioner's Network Turnaround Plan and the Commissioner's First-Year Planning, as applicable, for each individual School, as is further described in **Attachment A**, and as amended, shall include, but is not limited to, the following:

1.1.1. North End Middle School (S1 Turnaround School) The following services may be combined into a single day of service (up to seven hours) as may be agreed to by the Parties:

- 1.1.1.1.** Professional learning and coaching for teachers and administrators;
- 1.1.1.2.** Twenty-Five (25) days of Increasing Rigor;
- 1.1.1.3.** Three (3) days of Positive Behavioral Intervention & Supports ("PBIS");
- 1.1.1.4.** Five (5) Days of School Wide Leadership Support;
- 1.1.1.5.** Small group teacher training; and
- 1.1.1.6.** Material development.

1.1.2. Wallace Middle School (S2 Turnaround School) The following services may be combined into a single day of service (up to seven hours) as may be agreed to by the Parties:

- 1.1.2.1.** Professional Learning and Coaching for staff and administration;
- 1.1.2.2.** Increasing Rigor, job embedded coaching, resources for teachers, classroom modeling;
- 1.1.2.3.** Two (2) days of Executive Leadership Team Support/Critical Friend/ School-Wide Instructional Data Team/ School Leadership Team Support;
- 1.1.2.4.** Two (2) days of Full Staff Professional Development;
- 1.1.2.5.** Certified Staff Instructional Coaching: Two (2) rounds of Development/Enhancement of Learning Walk Process (Development) (1 day facilitating);
- 1.1.2.6.** Two (2) days of Branding, Marketing, and Communications Support;
- 1.1.2.7.** Developing and Providing a Wallace Middle School customized Instructional Practice Quick Reference Flipbook;

- 1.1.2.8. Developing and Providing a Wallace Middle School customized Professional Development Workbook; and
 - 1.1.2.9. Material Development.
 - 1.1.3. West Side Middle School (S3 Turnaround School): The following services will consist of sixteen (16) all-day sessions and five (5) one-day coaching sessions:
 - 1.1.3.1. Professional Development services addressing Tier 1 Instruction, school climate and culture (PBIS/Restorative Practices);
 - 1.1.3.2. Professional Learning will consist of addressing Tier 1 Instructional strategies such as: explicit instruction, Depth of Knowledge (“DOK”), student engagement, formative assessment and scaffolding; and
 - 1.1.3.3. Material development.
 - 1.1.3.4. Professional development services addressing alignment of Tier 1 instructional support outcomes. Said full-day sessions are scheduled for the following dates: January 28, 2021 and January 29, 2021; March 8, 2021 and March 9, 2021; and April 28, 2021 and April 30, 2021.”
 - 1.1.4. Wilby High School (S4 First-Year Planning Turnaround School): The following Services will consist of ten (10) sessions to be delivered throughout the school year, each session is one full (7-hour) school day;
 - 1.1.4.1. Executive Leadership Team training, Administrative Team (1.5 hours)
 - 1.1.4.2. School Wide Instructional Data Team Training, Department Heads (2 hours);
 - 1.1.4.3. Full Staff Professional Development, all Staff members (1.5 hours); and
 - 1.1.4.4. Developing and providing customized Instructional Practice Quick Reference Flipbook of all strategies for staff.
- 1.2. **The Scope of Services for the 2021-2022 School Year**, to be provided pursuant to the Commissioner’s Network Turnaround Plan, as applicable for each individual School and as set forth in Consultant’s Proposals, “North End Middle School 2021-2022 Proposal,” “Wallace Middle School 2021-2022 Proposal,” “West Side Middle School 2021-2022 Proposal,” and “Wilby High School 2021-2022 Proposal” as further detailed and attached hereto as Attachment A.
- 1.3. The Project is further detailed and described in **Attachment A** and 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:

- 1.3.1.** Commissioner's Network Turnaround Plan and Application for North End Middle School (S1), signed by the City Superintendent of Schools on February 7, 2020, consisting of 44 pages (incorporated by reference);
- 1.3.2.** The Grant Award Notice dated August 25, 2020 for North End Middle School (S1), consisting of 1 page, (incorporated by reference);
- 1.3.3.** Commissioner's Network report regarding North End Middle School's (S1) Turnaround Plan and Funding, consisting of 38 pages (8 selected pages (6-11, 23) attached hereto, the remainder incorporated by reference);
- 1.3.4.** Commissioner's Network Turnaround Plan and Application for Wallace Middle School (S2), signed by the City Superintendent of Schools on February 7, 2020, consisting of 63 pages (incorporated by reference);
- 1.3.5.** The Grant Award Notice dated August 21, 2020 for Wallace Middle School (S2), consisting of 1 page (incorporated by reference);
- 1.3.6.** Commissioner's Network report regarding Wallace Middle School's (S2) Turnaround Plan and Funding, consisting of 44 pages (8 selected pages (5-11, 28) attached hereto, the remainder incorporated by reference);
- 1.3.7.** Commissioner's Network Turnaround Plan and Application for West Side Middle School (S3), signed by the City Superintendent of Schools on February 7, 2020, consisting of 42 pages (incorporated by reference);
- 1.3.8.** The Grant Award Notice dated August 28, 2020 for West Side Middle School (S3), consisting of 1 page (incorporated by reference);
- 1.3.9.** Commissioner's Network report regarding West Side Middle School's (S3) Turnaround Plan and Funding, consisting of 45 pages (8 selected pages (6-12, 27) attached hereto, the remainder incorporated by reference);
- 1.3.10.** City Superintendent of Schools Commissioner's Network Expression of Interest Application Form for Wilby High School (S4) dated April 13, 2020, consisting of 8 pages (attached hereto);
- 1.3.11.** Invitation Letter from the State of Connecticut Department of Education dated June 5, 2020, responding to the April 13, 2020 Expression of Interest Application Form submitted, inviting the City to initiate the planning process for the 2020-2021 school year for Wilby High School (S4), consisting of 12 pages (attached hereto);

- 1.3.12.** The Grant Award Notice dated August 27, 2020 for Wilby High School (S4), consisting of 1 page (incorporated by reference);
- 1.3.13.** Commissioner’s Network report regarding Wilby High School’s (S4) Planning Year to create a Turnaround Plan and Funding for said planning year, consisting of 23 pages (8 selected pages (4-11, 17) attached hereto, the remainder incorporated by reference);
- 1.3.14.** Example Proposals from Contractor for North End Middle School (S1) and Wilby High School (S4) illustrating the type of Services as shall be provided upon execution of this Agreement (and upon subsequent proposals to be provided by Consultant and agreed upon between the Parties), consisting of 9 pages (attached hereto);
- 1.3.15.** Stockholder’s Affidavit; Non-Collusion Affidavit; Debarment Certificate (attached hereto);
- 1.3.16.** Certificates of Insurance (attached hereto);
- 1.3.17.** All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference);
- 1.3.18.** All licenses (incorporated by reference);
- 1.3.19.** Consultant’s Proposals for each School as may be provided (incorporated by reference);
- 1.3.20.** Consultant’s Proposal, “North End Middle School 2021-2022 Proposal,” consisting of 5 pages, attached hereto;
- 1.3.21.** Consultant’s Proposal, “Wallace Middle School 2021-2022 Proposal,” consisting of 5 pages, attached hereto;
- 1.3.22.** Consultant’s Proposal, “West Side Middle School 2021-2022 Proposal,” consisting of 5 pages, attached hereto;
- 1.3.23.** Consultant’s Proposal, “Wilby High School 2021-2022 Proposal,” consisting of 5 pages, attached hereto; and
- 1.3.24.** Letter from Connecticut’s State Board of Education to Dr. Verna D. Ruffin, dated May 5, 2021, notifying the City of the State Board of Education’s Resolution to accept Wilby High School as a Turnaround School in the Commissioner’s Network, consisting of 1 page, attached hereto.

1.4. 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:

1.4.1. Any and all Amendments to the Agreement

1.4.2. The Agreement

1.4.3. Attachment A, and as amended

1.4.4. Consultant's Proposals for each School as may be provided

3. **Contract Time. Section 5 of the Agreement shall be amended to read as follows:**

5. **Contract Time.** Cormier Consulting shall commence all work and services required under this Contract upon execution of this Contract by the Mayor and shall complete all work and services required under this Contract by June 30, 2022. ("Contract Time").

5.1. **Option Periods.** The Parties shall have the option to extend this Contract for up to two (2) additional one (1) year terms, conditioned upon continued receipt of funding. Said options shall be exercised by mutual written consent of the Parties and executed prior to the expiration of the preceding term. The Parties will assess and negotiate the compensation and scope of services for each additional option period year.

5.1.1. Option Period 1: July 1, 2022 – June 30, 2023

5.1.2. Option Period 2: July 1, 2023 – June 30, 2024

5.2. Time is and shall be of the essence for all Project milestones, completion date for the Project. The Consultant 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 Consultant and City, that the Contract Time is reasonable for the completion of the Work. The Consultant shall be subject to City imposed fines and/or penalties in the event the Consultant breaches the foregoing dates. The Consultant shall provide a schedule of the work to be performed for each school as part of the proposals to be submitted as stated herein as well as fees for each school in accordance with the fee schedule in Section 6.1 of this Agreement

4. **Compensation. Section 6, Subsection 6.1, titled "Fee Schedule" of the Agreement shall be amended to read as follows:**

6. **Compensation.** The City shall compensate the Consultant for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6. This Contract is funded by a State of Connecticut Turnaround Grant administered by the Department of Education; both the City and the Consultant agree and understand that all the

terms and conditions of said Grant are incorporated herein and both Parties agree to comply with any and all Grant terms and conditions. Additionally, the continuance of compensation under this Agreement to the Consultant is contingent upon receipt of said Grant funding.

6.1. Fee Schedule.

6.1.1 Year One: 2020- 2021. The fee payable to the Consultant shall not exceed TWO HUNDRED FOURTEEN THOUSAND DOLLARS and 00/100 CENTS (\$202,000.00) for the 2020-2021 School Year and shall not exceed the following amounts for each of the Schools as follows, in accordance with the Commissioner's Network report budget allocations for the Services provided under this Agreement, attached hereto as part of Attachment A:

6.1.1.1	North End Middle School (S1):.....	\$87,000.00
6.1.1.2	Wallace Middle School (S2):	\$60,000.00
6.1.1.3	West Side Middle School (S3):.....	\$42,000.00
6.1.1.4	Wilby High School (S4):.....	\$25,000.00
	2020-2021 TOTAL:	\$214,000.00

6.1.2 Year Two: 2021-2022. The fee payable to the Consultant shall not exceed TWO HUNDRED FIFTY THREE THOUSAND EIGHT HUNDRED DOLLARS and 00/100 CENTS (\$253,800.00) for the 2021-2022 School Year and shall not exceed the following amounts for each of the Schools as follows, in accordance with the Commissioner's Network report budget allocations for the Services provided under this Agreement, attached hereto as part of Attachment A:

6.1.1.1	North End Middle School (S1):.....	\$70,950.00
6.1.1.2	Wallace Middle School (S2):	\$60,950.00
6.1.1.3	West Side Middle School (S3):.....	\$60,950.00
6.1.1.4	Wilby High School (S4):.....	\$60,950.00
	2021-2022 TOTAL:	\$253,800.00

5. Attachment A of the Agreement is amended to include the following (add nos. 20 – 24, below):

1. Commissioner's Network Turnaround Plan and Application for North End Middle School (S1), signed by the City Superintendent of Schools on February 7, 2020, consisting of 44 pages (incorporated by reference);
2. The Grant Award Notice dated August 25, 2020 for North End Middle School (S1), consisting of 1 page, (incorporated by reference);
3. Commissioner's Network report regarding North End Middle School's (S1) Turnaround Plan and Funding, consisting of 38 pages (8 selected pages (6-11, 23) attached hereto, the remainder incorporated by reference);
4. Commissioner's Network Turnaround Plan and Application for Wallace Middle School (S2), signed by the City Superintendent of Schools on February 7, 2020, consisting of 63 pages (incorporated by reference);
5. The Grant Award Notice dated August 21, 2020 for Wallace Middle School (S2), consisting of 1 page (incorporated by reference);
6. Commissioner's Network report regarding Wallace Middle School's (S2) Turnaround Plan and Funding, consisting of 44 pages (8 selected pages (5-11, 28) attached hereto, the remainder incorporated by reference);
7. Commissioner's Network Turnaround Plan and Application for West Side Middle School (S3), signed by the City Superintendent of Schools on February 7, 2020, consisting of 42 pages (incorporated by reference);
8. The Grant Award Notice dated August 28, 2020 for West Side Middle School (S3), consisting of 1 page (incorporated by reference);
9. Commissioner's Network report regarding West Side Middle School's (S3) Turnaround Plan and Funding, consisting of 45 pages (8 selected pages (6-12, 27) attached hereto, the remainder incorporated by reference);
10. City Superintendent of Schools Commissioner's Network Expression of Interest Application Form for Wilby High School (S4) dated April 13, 2020, consisting of 8 pages (attached hereto);
11. Invitation Letter from the State of Connecticut Department of Education dated June 5, 2020, responding to the April 13, 2020 Expression of Interest Application Form submitted, inviting the City to initiate the planning process for the 2020-2021 school year for Wilby High School (S4), consisting of 12 pages (attached hereto);

12. The Grant Award Notice dated August 27, 2020 for Wilby High School (S4), consisting of 1 page (incorporated by reference);
13. Commissioner's Network report regarding Wilby High School's (S4) Planning Year to create a Turnaround Plan and Funding for said planning year, consisting of 23 pages (8 selected pages (4-11, 17) attached hereto, the remainder incorporated by reference);
14. Example Proposals from Contractor for North End Middle School (S1) and Wilby High School (S4) illustrating the type of Services as shall be provided upon execution of this Agreement (and upon subsequent proposals to be provided by Consultant and agreed upon between the Parties), consisting of 9 pages (attached hereto);
15. Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate (attached hereto);
16. Certificates of Insurance (attached hereto);
17. All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference);
18. All licenses (incorporated by reference);
19. Consultant's Proposals for each School as may be provided (incorporated by reference);
20. Consultant's Proposal, "North End Middle School 2021-2022 Proposal," consisting of 5 pages, attached hereto;
21. Consultant's Proposal, "Wallace Middle School 2021-2022 Proposal," consisting of 5 pages, attached hereto;
22. Consultant's Proposal, "West Side Middle School 2021-2022 Proposal," consisting of 5 pages, attached hereto;
23. Consultant's Proposal, "Wilby High School 2021-2022 Proposal," consisting of 5 pages, attached hereto; and
24. Letter from Connecticut's State Board of Education to Dr. Verna D. Ruffin, dated May 5, 2021, notifying the City of the State Board of Education's Resolution to accept Wilby High School as a Turnaround School in the Commissioner's Network, consisting of 1 page, attached hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto execute this Amendment 2 on the dates signed below.

WITNESSES:

CITY OF WATERBURY

Sign & Print name

By:

Neil M. O'Leary
Mayor, City of Waterbury

Sign & Print name

Date: _____


WITNESSES:

CORMIER CONSULTING, LLC



Anisha N. Douglas

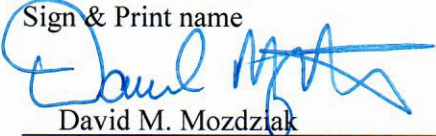
By:



David R. Cormier, Ph.D.
Executive Director, Cormier Consulting, LLC

Sign & Print name

Date: 6-15-21



David M. Mozdziak

Sign & Print name

LIMITED LIABILITY COMPANY RESOLUTION

I, David R. Cormier, hereby certify that I am the duly authorized and acting Member / **Manager** (circle one) of Cormier Consulting, 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 15th day of June, 2021.

“It is hereby resolved that David Cormier 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 Cormier Consulting, LLC this 15th day of June, 2021.



Manager/Member



Waterbury Public Schools

236 Grand Street ♦ Waterbury, Connecticut 06702 ♦ (203) 574-8017 ♦ Fax (203) 346-3509

Miguel Pabon
Director of Pupil Services

June 28, 2021

The Honorable Board of Aldermen
City of Waterbury
City Hall
Waterbury, CT 06702

And

Honorable Commissioners
Waterbury Board of Education
236 Grand St.
Waterbury, CT 06702

Re: Contract between the City of Waterbury and AAA Nursing Care, LLC.

Dear Honorable Commissioners and Aldermen:

The Department of Special Education requests your approval of a contract with AAA Nursing Care, LLC for the provision of nursing services for the Waterbury School District and students with disabilities in the total not to exceed amount of One Million Six Hundred Seventy-One Thousand Eight Hundred Forty Dollars (\$1,671,840) for a three year term as follows:

For July 1, 2021- June 30, 2022, an amount not to exceed Five Hundred Fifty-Seven Thousand Two Hundred Eighty Dollars (\$557,280) at the hourly rate of \$50.50 for an RN and \$45.00 for an LPN;

For July 1, 2022- June 30, 2023, an amount not to exceed Five Hundred Fifty-Seven Thousand Two Hundred Eighty Dollars (\$557,280) at the hourly rate of \$50.50 for an RN and \$45.00 for an LPN;

For July 1, 2023 –June 30, 2024, an amount not to exceed Five Hundred Fifty-Seven Thousand Two Hundred Eighty Dollars (\$557,280) at the hourly rate of \$50.50 for an RN and \$45.00 for an LPN;

The Special Education Department elected to issue a Request for Proposal #6848, for nursing services of up to 12 nurses for Waterbury students with disabilities. Nine vendors submitted proposals. The department formed a Committee who reviewed all of the proposals and who interviewed the five best proposers. The Committee consisted of Special Education Supervisors Wendy



Waterbury Public Schools

236 Grand Street ♦ Waterbury, Connecticut 06702 ♦ (203) 574-8017 ♦ Fax (203) 346-3509

Miguel Pabon
Director of Pupil Services

Owen, Denise Carr and Robert Delaney, School Nurse Supervisor, Lois Mulhern and IDEA Grant Coordinator Elaine Skoronski. The Chairperson was Wendy Owen. The Committee evaluated each proposal looking at experience with providing the services, compliance with past contracts, capacity to provide nurses, the qualifications and experience of the nurses provided, billing procedures and the completeness of the bid responses.

As required by purchasing procedures, the proposers were rated based on the proposals and interviews and without the Committee knowing the hourly rates for each vendor bid. The Committee decided to award the nursing services project to two vendors given the shortage of nurses and the number needed for the project.

Initially, the two highest scoring proposers were Maxim Health Care and AAA Nursing Care, LLC. PSA scored the third highest. However, when the hourly rates were reviewed, Maxim's rates were significantly higher than those of AAA Nursing Care and PSA. Letters were sent to Maxim and to AAA Nursing Care from the Waterbury Director of Purchasing, Kevin McCaffery, requesting from each vendor their lowest hourly rates before any decision was made by the Committee. In response to the letter from Mr. McCaffery, Maxim lowered their rate slightly but the hourly rate was still substantially higher than the rate of the second vendor AAA Nursing Care and the third vendor, PSA.

The Committee decided to award the main part of the contract to AAA Nursing Care and the remainder of the project to PSA, the third highest scoring vendor. A tax clearance is obtained and the contract is paid with general funds. The department has had AAA Nursing Care as vendor before and is satisfied with the services provided.

Respectfully Submitted,

Miguel Pabon

Enc. Contract and Attachment A

PROFESSIONAL SERVICES AGREEMENT
RFP No. 6848
for
Nursing Services
between
The City of Waterbury, Connecticut
and
AAA Nursing Care, LLC

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 AAA Nursing Care, LLC, located at 3303 Main Street, Stratford, Connecticut 06614, a State of Connecticut duly registered Limited Liability, Company ("AAA" or "Contractor").

WHEREAS, AAA submitted a proposal to the City responding to **RFP No. 6848** for City of Waterbury Education Nursing Services; and

WHEREAS, the City selected AAA to perform nursing services regarding **RFP No. 6848** Nursing Services; and as more specifically described in the Scope of Services attached hereto and made part of this Agreement as Schedule "A"; and

WHEREAS, the City desires to obtain AAA's services pursuant to the terms, conditions and provisions set forth in this agreement; and .

WHEREAS, AAA is willing to provide said nursing services as set forth herein

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. AAA shall provide nursing services, labor, equipment, materials, reports, plans, etc. necessary to complete services 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, services, materials, reports, plans, , etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. AAA 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. AAA shall provide all nursing services as identified herein, and as more specifically set forth in the attached **Schedule "A"**, entitled Scope of Services, which is made a part of this Agreement as fully set forth herein. Nursing services shall be provided to the City, for students identified by the City, in accordance with the student's I.E.P. and medical instruction or plan as provided by the student's physician and agreed to by the parent, which is incorporated herein by reference. The Services are more specifically 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 AAA as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- 1.1.1 City of Waterbury City's Request for Proposal No. 6848, consisting of 11 pages (excluding contractor compliance packet and sample contract) attached hereto;
- 1.1.2 AAA's response to City of Waterbury City's Request for Proposal No. 6848 dated March 1, 2021, consisting of 42 pages, attached hereto;
- 1.1.3 City of Waterbury Addendum #1, consisting of 7 pages attached hereto;
- 1.1.4 Any and all amendment(s) and Change Orders, issued by the City after execution of Contract (incorporated by reference)
- 1.1.5 Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate(incorporated by reference)
- 1.1.6 Certificates of Insurance, (incorporated by reference)
- 1.1.7 All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference)

1.2. AAA shall insure that the same nurse is assigned to a particular student, whenever possible, to maintain a continuity of care. The assigned nurse shall be available and shall attend all Planning and Placement Team meetings if required by the City.

1.3. AAA shall insure that the assigned nurse provides the City with monthly reports of his or her attendance with the student, along with documentation of services rendered. AAA shall obtain, if required, authorization of the parent to provide documentation of services provided to the City. Nursing reports shall be reviewed in conjunction with the City of Waterbury voucher and to verify AAA's billing.

1.4. The Superintendent or his or her agent shall have the right to visit and observe the nursing services at any time.

1.5. AAA and nursing staff shall immediately call 911, notify the student's parents and/or guardian, and the City's Director of Special Education in the event of an emergency or injury, concerning or involving the student(s) assigned to the nurse.

1.6. AAA shall provide complete and timely reports as requested by the City staff, and provide to the Director of Education, Medicaid documentation in a form and manner acceptable to the City and which is in compliance with the State of Connecticut Department of Social Services.

1.7. AAA shall obtain and provide the City with a copy of the RN or LPN license for each nurse assigned to provide services under this contract.

1.8. 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 AAA. 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:

1.8.1 This Contract

1.8.2 City of Waterbury RFP # 6848

1.8.2 AAA's Response to City of Waterbury City's Request for Proposal No. 6848

2. AAA Representations Regarding Qualification and Accreditation. AAA represents that, to the extent required by law, any independently contracted Licensed Practical Nurses and Registered Nurses ("assigned nurses"), and any independent contractors to be provided under this contract are licensed to perform the scope of work set forth in this Contract. AAA further represents that the assigned nurses and any independent contractors to be provided under this contract 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. AAA represents that it has, or will secure at its own expense, all nurses to be assigned and independent contractors required to perform the services under this Contract. Such assigned nurses and independent contractors 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 AAA under its supervision and all assigned nurses and independent contractors 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. AAA hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that AAA and/or the assigned nurses to be provided under this contract, be licensed, certified, registered, or otherwise qualified, AAA and all assigned nurses or any independent contractors providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, AAA shall provide to the City a copy of AAA's and/or the assigned nurses or independent contractor's licenses, certifications, registrations, etc.

2.3. Criminal Background Check and DCF Registry Check

2.3.1 AAA represents and warrants that it and all individuals, who may be assigned to perform the Scope of 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; that each of AAA's independent contractors and assigned nurses have submitted to a state and national criminal history records check and that each records check has not revealed any violations or criminal

activities; that AAA and its employees and independent contractors and assigned nurses have submitted to a Department of Children and Families (DCF) registry check and that there are no pending actions with DCF and are not listed on the student abuse and neglect registry. The City and the Waterbury Board of Education shall rely upon these representations

3. Responsibilities of AAA. All data, information, etc. given by the City to AAA and/or created by AAA shall be treated by AAA, the assigned nurses and independent contractors 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. AAA, the assigned nurses and independent contractors 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, AAA, the assigned nurses and independent contractors shall provide prior advance written notice to the City of the need for such disclosure. AAA, the assigned nurses and independent contractors agree to properly implement the services required in the manner herein provided.

3.1. Use of City Property. To the extent AAA's assigned nurses are required to be on City property to render its services hereunder, the assigned nurses shall have access to such areas of City property as the City and AAA agree are necessary for the performance of AAA's services under this Contract (the "Site" or the "Premises") and at such times as the City and AAA may mutually agree. The assigned nurses and independent contractors 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. AAA 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 assigned nurses and independent contractors are required to be on City property to render its services hereunder, the assigned nurses and independent contractors shall be required to be in the school or on school grounds with the student during school hours.

3.3. Publicity. AAA 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.

3.4. Standard of Performance. The standard of care and skill for all services performed by AAA's assigned nurses and independent contractors shall be that standard of care and skill ordinarily used by other members of the nursing profession practicing under the same or similar conditions at the same time and in the same locality. The

nursing services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

3.5. AAA's Assigned Nursing Staff and Employees. AAA shall at all times enforce strict discipline and good order among the assigned nurses and independent contractors to be provided under this contract , and shall not knowingly or intentionally contract with any unfit person or anyone not licensed or skilled in the work assigned to perform the work described in the Contract Documents.

3.6. Due Diligence Obligation. AAA 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. AAA 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, 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:

3.6.1 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 AAA to complete Due Diligence prior to submission of its proposal shall be borne by AAA. Furthermore AAA had the opportunity during the proposal process to ask questions it saw fit and to review the responses from the City;

3.6.2 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;

3.6.3 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.

3.6.4 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 AAA, or otherwise required, during the performance of its services, the sole responsibility for any modification, delay and cost of such changes shall reside with AAA.

3.6.5 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;

3.6.6 has given the City written notice of any conflict, error or discrepancy that

AAA has discovered in the Proposal Documents; and

3.6.7 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.

3.7. Reporting Requirement. AAA shall deliver periodic, monthly, written reports, as provided for herein 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 RN or LPN, and/or delivered by AAA during the time period covered by the report, (iv) any and all additional useful and/or relevant information. Each report shall be signed by each LPN or RN.

NOTE: AAA'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. Notwithstanding this fact and notwithstanding the provisions of Section 13, below, before the City can terminate this Contract for AAA's failure to deliver a report required herein, the City shall give written notice to AAA of this failure and shall allow AAA 7 business days to cure this breach.

3.8. Confidentiality/FERPA

3.8.1 AAA shall, and shall ensure compliance by the assigned nurses to, strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education, and the City of Waterbury regarding confidentiality of student records, files, PPTs, IEPs, etc. AAA shall further ensure that its independent contractors, assigned nursing staff, agents, or anyone performing work on their behalf under the terms of this Agreement shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education, and those established by the City of Waterbury regarding confidentiality of student records, files, PPTs, IEPs, etc.

3.8.2 Any and all materials contained in a City of Waterbury student file that are entrusted to Contractor or to assigned nurses during in the course of its services shall remain in the strictest confidence to prevent disclosure of the same. All information furnished by the City or gathered by Contractor or assigned nurses shall be used solely for the purposes of providing services under this Agreement.

3.8.3 AAA acknowledges, and shall ensure compliance by assigned nurses, that in the course of providing services under this Agreement, it may come into the possession of education records of City 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). Contractor shall comply with the requirements of said statute and regulations, and agrees to use information obtained from the City or student education records only for the purposes provided in this

Agreement. Without the prior written consent of the student's parent or guardian, as required by FERPA, Contractor has no authority to make disclosures of any information from education records.

3.9. Student Data Privacy

3.9.1. AAA shall comply, and shall ensure compliance by assigned nurses, with all relevant provisions of Public Act No. 16-189 entitled An Act Concerning Student Data Privacy, as it applies to this contract, and agrees to take all actions designed and required by applicable State, Federal, and local law to ensure the confidentiality of all student data.

3.9.2 AAA agrees, and shall ensure compliance by assigned nurses, that student records, student information, and student-generated content (herein after "student data") as defined by Connecticut P.A. 16-189 are not the property of, or under the control of AAA. Contractor agrees that it will not use student data for any purposes other than those specifically allowed under the terms of this Agreement.

3.9.3 AAA agrees, and shall ensure compliance by assigned nurses, that the City may at any time upon five (5) business days written notice request the deletion of student data in the possession of AAA.

3.9.4 AAA agrees that, and shall ensure compliance by assigned nurses that the students, their parents or legal guardians may review personally identifiable information contained in student information, student records, or student-generated content and correct erroneous information, if any, in such student record.

3.9.5 AAA agrees, and shall ensure compliance by assigned nurses, that it will not retain any student data or let said student data remain available to AAA upon completion of the services under this Agreement unless the parents, legal guardians, and/or the students have entered into an Agreement with AAA regarding the retention of the student's data in an electronic form or database.

3.10 Security Breach of Student Information and Data

3.10.1 Procedure for Notification Regarding Breach or Unauthorized Release of Student Information. AAA shall establish a procedure and provide a copy of said procedure to the City setting forth its policy for notification to the City and Parents when there has been a breach or unauthorized release of student information or records pursuant to Public Act No. 16-189.

4. Responsibilities of the City. Upon the City's receipt of AAA's written request, the City will provide AAA with all documents, data and other materials the City agrees are necessary and appropriate to the service to be performed by AAA 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 AAA for the purpose of carrying out the services under this Contract.

4.1. The City hereby agrees to provide, to the designated assigned nurses such medical, psychological and educational evaluations, as are available to the City and agreed to by the parent, to enable the nurses to perform the services required under this Agreement. AAA shall require and provide evaluative reports that may be required to keep the City duly informed concerning the medical needs of the students being provided services, to enable the City to make judgments concerning those needs. AAA shall provide to the City all necessary medical reports or documentation that may relate to the student's educational needs to enable the City to provide for the Student's educational needs. AAA and the City hereby agree that medical and psychological records shall not be open to public inspection or disclosed in any manner, in accordance with Section 10-209 of the Connecticut General Statutes and as further provided in this Agreement without the written permission of the parent or guardian.

4.2. AAA will insure that the assigned nurses will adhere to all Federal and State Laws, and applicable City of Waterbury Board of Education (Board) policies regarding medical care and medication policies, as well as the Standard of Care for the Nursing Profession. AAA hereby acknowledges receipt of said policy and has familiarized itself with all aspects of said policy.

4.3. AAA shall provide all the training to the designated assigned nurses to enable them to provide the medical care required to the assigned students. Said training shall be at AAA's sole expense.

5. Contract Time. AAA shall commence all work and Services under this Contract on July 1, 2021 and shall complete all work and services by June 30, 2024. ("Contract Time"):

5.1. Time is and shall be of the essence for this Contract. AAA further agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly. It is expressly understood and agreed, by and between AAA and City, that the Contract Time is reasonable for the completion of the Work.

6. Compensation. The City shall compensate AAA 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 AAA shall not exceed ONE MILLION, SIX HUNDRED AND SEVENTY ONE THOUSAND, EIGHT HUNDRED AND FORTY (\$1,671,840.) and 00/100 for the entire three year term of this contract and shall be in accordance with the hourly rate set forth below and Consultant's proposal, dated March 1, 2021.

6.1.1 Licensed Practical Nurse (LPN).....\$45.00 per hour
6.1.2 Registered Nurse (RN).....\$50.50 per hour

6.2. Limitation of Payment. Compensation payable to AAA 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 AAA'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. AAA'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 AAA 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 AAA in an amount equaling the sum or sums of money AAA and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding AAA's and/or its affiliate's real and personal tax obligations to the City.

6.3. Review of Work. AAA shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. AAA 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 AAA's demand for payment. The City shall not certify fees for payment to AAA until the City has determined that AAA has completed the work in accordance with the requirements of this Contract.

6.4. Proposal Costs. All costs of AAA in preparing its proposal for **RFP No. 6848** shall be solely borne by AAA and are not included in the compensation to be paid by the City to AAA under this Contract or any other Contract.

6.5. Payment for Services, Assigned Nurses and Independent Contractors. AAA shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, reports, plans, etc. furnished to the City under this Contract. AAA shall promptly pay all independently contracted Practical Nurses and Registered Nurses, ("assigned nurses"), and any independent contractors that perform work under this contract as their pay falls due, shall pay promptly as they fall due all bills for labor, services, reports, plans, etc., going into the work, and all bills for insurance, bonds, Worker's Compensation coverage as required under this Contract, Federal and State Unemployment Compensation, and Social Security charges applicable to this service. Before final payment is made, AAA shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

7. This Section Left Intentionally Blank.

8. Indemnification.

8.1. AAA 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 AAA, 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 AAA's 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 AAA or any employee of AAA, any subcontractor or independent contractor or assigned nurses, 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 AAA or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

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

8.4. AAA expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by AAA, 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

9. Consultant's Insurance.

9.1. AAA, its assigned nurses and independent contractors shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by AAA and/or by the assigned nurses and such insurance has been approved by the City. AAA 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, AAA and/or the assigned nurses 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 AAA's obligation under this Contract, whether such obligations are AAA'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 AAA:

9.4.1 General Liability Insurance coverage with limits of \$1,000,000 Per Occurrence/ \$2,000,000 General Aggregate; \$2,000,000.00 Products/Completed Operations Aggregate

9.4.2 Worker's Compensation Insurance in accordance with the State of Connecticut's Worker's Compensation Laws;

Employer's Liability (EL)

EL Each Accident \$500,000

EL Each Disease Each Employee \$500,000

EL Each Disease Policy Limit \$500,000

9.4.3 Nurses' Professional Liability/Errors and Omissions coverage for the acts and/or omissions of the professional, \$1,000,000 Each Claim/ \$1,000,000 Aggregate.

Professional Liability coverage will be needed if services include (1) Medical Professional or (2) Counseling Services from a social worker or licensed clinical social worker. Policy's written on a "Claims Made" basis must be 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 the claims for the policy in effect during the Agreement for two (2) years from the completion date.

9.4.4 Excess/Umbrella Liability \$3,000,000 Each Occurrence/ \$3,000,000 Aggregate

9.4.5 Abuse/Molestation Liability Insurance: \$1,000,000 Each Wrongful Act/ \$1,000,000 Aggregate.

9.5 Certificates of Insurance. AAA will provide to the City, Certificates of Insurance of all assigned nurses prior to the execution of this Agreement. Said policies shall be endorsed to add the City and the 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 AAA'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. Certificates of Insurance shall evidence the aforementioned Comprehensive General Liability, Professional Liability, Worker's Compensation and Excess General Liability Insurance coverage and a 30-day notice of cancellation prior to the cancellation of any insurance. **The Certificates of Insurance must read: "The City of Waterbury and the Waterbury Board of Education are listed as additional insured on a primary and non-contributory basis on all policies except Nurses' Professional Liability and Workers Compensation. All Policies must also include a Waiver of Subrogation."**

Original, Completed Certificates of Insurance must be presented to the City prior to Issuance of this Agreement. Such certificate(s) shall be subject to certification by the City's Risk Manager. AAA shall provide replacement and/or renewal certificates at least thirty (30) 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 no less than thirty (30) days has been mailed to:

City of Waterbury
Attn: Education Dept.-Miguel Pabon
236 Grand Street
Waterbury, CT 06702

Upon request, AAA shall deliver to the City a copy of its insurance policies and endorsements and riders

9.6. Failure to Maintain Insurance In the event AAA and/or the assigned nurses fail to maintain the minimum required coverage as set forth herein, the City may, at its option, purchase same, and invoice or offset AAA's invoices for the cost of said insurance, or the City and Board may terminate this Agreement immediately upon information of no insurance coverage.

9.7. Cancellation. THE CITY SHALL RECEIVE WRITTEN NOTICE OF CANCELLATION FROM THE INSURER AT LEAST THIRTY (30) CALENDAR DAYS PRIOR TO THE DATE OF ACTUAL CANCELLATION, REGARDLESS OF THE REASON FOR SUCH CANCELLATION.

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

10. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, AAA 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 AAA 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 AAA's work and services shall be secured in advance and paid by AAA. AAA 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 AAA for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. AAA remains liable, however, for any applicable tax obligations it incurs. Moreover, AAA represents that the proposal and pricing contained in this Contract do not include the amount payable for said taxes.

10.3. Labor and Wages. AAA 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 AAA 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 AAA 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, AAA shall not discriminate against any independently contracted Licensed Practical Nurses and Registered Nurses, ("assigned nurses"), and any independent contractors that are performing work under this contract 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 independent contractor'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, AAA 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. AAA 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. Except as provided in Section 3.7, if, through any cause, in part or in full, not the fault of AAA, AAA shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if AAA 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 AAA 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 AAA under this Contract shall, at the option of the City, become the City's property, and AAA shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

13.1.2 Notwithstanding the above, AAA shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by AAA, and the City may withhold any payments to AAA for the purpose of setoff until such time as the exact amount of damages due the City from AAA 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 AAA. If this Contract is terminated by the City as provided herein, AAA 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 AAA covered by this Contract, less payments of compensation previously made.

13.3. Termination for Non-Appropriation or Lack of Funding. AAA 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. AAA 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 AAA.

13.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay AAA for the agreed to level of the products, services and functions to be provided by AAA under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) calendar days written notice to AAA, 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 AAA 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, AAA 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, AAA shall transfer all licenses to the City which AAA is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate AAA for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. AAA 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 AAA for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date and AAA 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). AAA 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 AAA may negotiate a mutually acceptable payment to AAA 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 AAA. AAA may, by written notice to the City, terminate this Contract if the City materially breaches and/or fails to perform under any provision of the Contract Documents, provided that AAA 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, AAA will be compensated by the City for work performed prior to such termination date and AAA 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) AAA 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 AAA 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 AAA's documents, reports, 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, d, reports, 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. Contractor 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, Contractor shall use its best efforts to meet the schedule set forth in Section 5 of this Contract.

16. Subcontracting. AAA shall not, without the prior written approval of the City, subcontract, in whole or in part, any of AAA's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of AAA 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 AAA 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. AAA shall be as fully responsible to the City for the acts and omissions of AAA'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 AAA.

17. Assignability. AAA 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 AAA 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 AAA'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, AAA 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. AAA 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 AAA, by someone under the care and/or control of AAA, by any subcontractor of AAA, or by any shipper or delivery service performing services for AAA. AAA 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, AAA 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. This Section Left Intentionally Blank.

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 AAA.

22. Independent Contractor Relationship. The relationship between the City and AAA, and its independently contracted Licensed Practical Nurses and Registered Nurses, ("assigned nurses"), and any independent contractors, is that of client and independent contractor. No agent, assigned nursing staff, or employee, or servant of AAA shall be deemed to be an employee, agent or servant of the City. AAA shall be solely and entirely responsible for its acts and the acts of its agents, independent contractors, assigned nurses, employees, servants and subcontractors during the performance of this Contract. It is the express intention of the parties hereto, and AAA hereby agrees and covenants, that it and any and all third party(ies) , the assigned nurses, and subcontractor(s) retained by AAA 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 AAA or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, AAA 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 AAA 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. This Section Left Intentionally Blank.

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and AAA 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. 6848** and (ii) AAA's proposal responding to the aforementioned **RFP No. 6848**.

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. AAA 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, AAA shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

28. Binding Agreement. The City and AAA 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 AAA, 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: AAA Nursing Care LLC
3303 Main Street
Stratford, Connecticut 06614

City: City of Waterbury
Attn: Miguel Pabon
236 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. AAA 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. AAA 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: <https://www.waterburyct.org/content/9569/9605/9613/15125.aspx> [click link titled "The City of Waterbury Code of Ordinances Revised 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. AAA 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. AAA 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 AAA 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.

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:

AAA NURSING CARE, LLC



By:  _____

Its Executive Director

Date: 6/25/2021

Susan Howie

ATTACHMENT A

1. City of Waterbury City's Request for Proposal No. 6848, consisting of 11 pages (excluding contractor compliance packet and sample contract) attached hereto;
2. AAA's response to City of Waterbury City's Request for Proposal No. 6848 dated March 1, 2021, consisting of 42 pages, attached hereto;
3. City of Waterbury Addendum #1, consisting of 7 pages attached hereto;
4. Any and all amendment(s) and Change Orders, issued by the City after execution of Contract (incorporated by reference)
5. Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate, (incorporated by reference)
6. Certificates of Insurance, (incorporated by reference)
7. All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference)

SCHEDULE A
Scope of Services

Hourly Rates
Registered Nurse \$50.50 per hour
Licensed Practical Nurse \$45.00 per hour

1. AAA shall provide all nursing services as identified herein, and as more specifically set forth in the attached **Schedule "A"**, entitled Scope of Services, which is made a part of this Agreement as fully set forth herein. Nursing services shall be provided to the City, for students identified by the City, in accordance with the student's I.E.P. and medical instruction or plan as provided by the student's physician and agreed to by the parent, which is incorporated herein by reference.
2. AAA shall insure that the same nurse is assigned to a particular student, whenever possible, to maintain a continuity of care. The assigned nurse shall be available and shall attend all Planning and Placement Team meetings if required by the City.
3. AAA shall insure that the assigned nurse provides the City with monthly reports of his or her attendance with the student, along with documentation of services rendered. AAA shall obtain, if required, authorization of the parent to provide documentation of services provided to the City. Nursing reports shall be reviewed in conjunction with the City of Waterbury voucher and to verify AAA's billing.
4. The Superintendent or his or her agent shall have the right to visit and observe the nursing services at any time.
5. AAA and assigned nurses shall immediately call 911, notify the student's parents and/or guardian, and the City's Director of Special Education in the event of an emergency or injury, concerning or involving the student(s) assigned to the nurse.
6. AAA shall provide complete and timely reports as requested by the City staff, and provide to the Director of Education, Medicaid documentation in a form and manner acceptable to the City and which is in compliance with the State of Connecticut Department of Social Services.
7. AAA shall obtain and provide the City with a copy of the RN or LPN license for each nurse assigned to provide services under this contract.

CORPORATE RESOLUTION

I, Susan Howie, hereby certify that I am the duly elected and acting Secretary of AAA Nursing Care a corporation organized and existing under the laws of the State of Conn, 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 25 day of June, 2021.

"It is hereby resolved that Paul Costeines 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 AAA Nursing Care corporation this 25 day of June, 2021.

Susan Howie
Secretary



REQUEST FOR PROPOSAL #6848

BY

THE CITY OF WATERBURY EDUCATION

Nursing Services

The City of Waterbury, Department of Education (hereinafter "City"), is seeking one or more vendors, proposers or contractors to provide:

Up to 12 registered, licensed and certified Nurses (RNs) or Licensed Practical Nurses (LPNs) who will provide individualized school based nursing services to students with disabilities ages 3-21 pursuant to the students' individual education plans (IEPs) and individual health care plans (IHCPs) or other medical/nursing instructions or plans provided by the students' health care providers, and other related work for a three-year period commencing on or about July 1, 2021 through June 30, 2024.

A. Background and Intent

The purpose of this request for proposal is to obtain hourly cost proposals for the three-year period above from reliable, licensed, experienced, professional proposers to provide nursing services and related services as needed by the Waterbury School District for students with disabilities at a competitive hourly rate in school as set forth by the student's individual education plan (IEP) and the student's individual health care plan (IHCP) or health provider. The City reserves the right to assign nurses to the students based on the student's needs and the needs of the Waterbury School District.

B. Qualifications

Eligible proposers will be those consultants, businesses, and institutions that have the following qualifications:

1. Experience and expertise in providing RNs or LPNs, for the types of or similar services as those outlined in the Scope of Services in this Request for Proposal to students with disabilities ages 3-21.
2. A proven track record in providing these types of or similar services for similar school districts upon request and in a timely fashion within budget to the school district's satisfaction. Please provide the names, addresses, contact persons and phone numbers for all of the school contracts the proposer has had over the last five (5) years. The City reserves the right to contact any of these school districts for a reference.
3. Insures staff compliance with federal and state laws and regulations, staff adherence to nursing practice standards and staff competence in providing the services outlined in the scope of services.

4. Evidence of sufficient staff of experienced, licensed and qualified RNs or LPNs to provide to the City upon request without delay to fill its immediate and changing needs.
5. The vendor's RNs and LPNs have experience in a school setting providing individualized nursing care to students with medical and hygiene needs in compliance with individual health care plans, instructions from health care providers and individual education plans.
6. The vendor and its RNs and LPN's have experience establishing effective communication systems with families to obtain prior notice of student absences or other changes in school attendance.
7. The proposer must submit a list of the proposed staff's level of training in the school setting and individual experience in the provision of nursing services to students with disabilities. The proposer will also provide retention/turnover rates of RNs and LPNs.
8. The Proposer will insure that assigned nurses are able to demonstrate proficiency of any skill or service required to serve the students to whom they are assigned. The proposer will provide the proof of proficiency to the City immediately upon request. The proposer will further insure that they will provide training to each nurse as is necessary to properly and safely serve the needs of the students to whom they are assigned.
9. The proposer will insure each nurse has training in cpr, administration of medications and use of the AED in addition to training required under federal or state law.
10. Each nurse provided must follow City and School District procedures, guidelines and other requirements as set forth by Waterbury School District representatives. The proposer must obtain prior satisfactory criminal background checks, Department of Children and Families Registry checks, fingerprinting and drug screening of each nursing candidate prior to placement.
11. Each nurse shall provide timely and complete reports including nursing notes to Waterbury staff and provide to the City Medicaid documentation in a form and manner acceptable to the City and which is in compliance with the State of Connecticut Department of Social Service regulations and other relevant laws.
12. The proposer will be responsible for the direct clinical supervision of the nurses provided to the City.
13. The proposer will invoice the City monthly and provide backup documentation with the invoice and other documentation as requested by the City. The proposer will be able to accurately track the nurses' start and end times and provide verification of hours billed.

C. Scope of Services

1. The proposer agrees to provide up to 12 nurses to provide school based individualized nursing services to students, ages 3-21, for the number of hours, days or portions thereof as the City may need during the school year and during the summer program if applicable. All hours billed must be for school based nursing services performed for the City during school hours,

- and on the bus if required to travel to school with the student, on days the school is in session and the student is in attendance.
2. Nursing services must be provided by CT licensed, certified and qualified RNs or LPNs without delay to fill the immediate and changing needs of the Waterbury School District. The proposer will insure that all nurses working in the Waterbury School District have had satisfactory criminal background checks, drugs tests and DCF registry checks as required under law and will provide the City proof upon request.
 3. The nurses will work under the supervision of the proposer who will designate at least one person within the proposer who will be assigned to the City and who will respond to any issues or concerns of the City. Each nurse will be assigned a student or students and other related responsibilities. They shall participate in planning and placement team meetings for individual students, write goals and objectives for the student's IEP, communicate with the student's health providers as necessary and provide other related services at the District's request.
 4. The City currently provides nursing services to approximately 10 students. The nurse may work with one or more students based upon the students' individual health care plans. Students are primarily located in Waterbury schools. If authorized by Waterbury staff, nursing services may be needed at out of district facilities or if the student is receiving homebound instruction. Work hours consist of the hours the student is in school and include the transportation time if the nurse is riding the bus with the student for up to 8 hours per day. The nurse must be on time for the bus departure with the student.
 5. Nursing services are needed for each school day following the school calendar of up to 181 days and for extended school year services for up to an additional 20 days in the summer. The nurse must provide their own transportation to the student's home or school. Parking is the responsibility of the nurse or the proposer.
 6. The proposer will supervise its nurses and monitor services provided and time billed by each and insure adherence to the terms of the contract. The proposer's nurses will maintain nursing notes and other records as required by the City and in compliance with all relevant federal, state, local and district laws, policies, procedures, regulations and ethical standards.
 7. Each nurse shall provide timely and complete reports as requested by Waterbury staff and provide to the District Medicaid documentation in a form and manner acceptable to the District which is in compliance with the State of Connecticut Department of Social Services regulations and other relevant law.
 8. The proposer will submit prompt bills for services rendered no later than 30 days after the services were provided with supporting documentation as requested by the District. The proposer will monitor the hours of service to insure compliance with the terms and amount of the contract and will note the hours used and remaining under the contract on each bill submitted to the District.

9. The proposer will immediately provide substitutes for staff who are absent and provide in-service professional development and relevant nursing materials to Waterbury staff and parents when requested by the District.

D. Agreement Period

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be July 1, 2021 – June 30, 2024.

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 eProcurement website and must be received **by 2:00 PM on February 12, 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 eProcurement website **by February 19, 2021**. 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) 574-6749.

F. Management

Any contract or purchase order resulting from this RFP will be managed by Waterbury Department of Education, Department of Special Education.

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 Professional Service Agreement in Attachment B.
15. The proposer agrees to meet all of the insurance requirements set forth in the standard agreement (see Attachment B) under Section 9, Consultant's insurance on pages 9 through 11.
16. 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

1. Option No. 1 – uploading electronic documents per below instructions no later than **10:30 AM on Monday, March 1, 2021** (no Proposals received after

that time shall be considered): Proposers must register online at the City of Waterbury's procurement portal ("ProcureWare website") in order to upload electronic documents and receive RFP notifications. You will not receive any notifications until your registration is complete with a valid e-mail address and selection of at least one category classification.

All notifications and RFP documents will be posted on the ProcureWare website. Please register now. You can access the City of Waterbury's procurement portal at: <https://waterburyct.procureware.com/register>

2. Option No. 2 - one original (clearly identified as such) and seven (7) 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 **10:30 AM on Monday, March 1, 2021**. (No Proposals received after that time shall be considered.)

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.

- 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. 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. Please describe the approach that would be generally followed in undertaking the Scope of Services in Section C above.
- 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 **single hourly rate for an RN and a single hourly rate for an LPN, for each year for three years**, for services performed in accordance with this RFP, inclusive of all personnel and non-

personnel expenses. This price should encompass the entire Scope of Services in this RFP. In addition, the proposal shall include an hourly rate for a RN and an LPN for accompanying the student on the bus or van without the need for services before or after the transportation. 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. Have you ever exceeded the amount of the contract you were awarded? If so, provide the details of what happened.
- h. 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 requirement 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 Proposal.

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

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

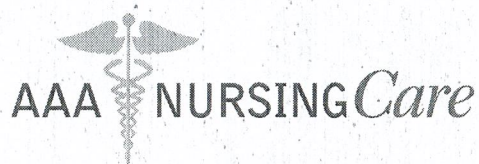
The contractor who is selected to perform this municipal public works project, funded in whole or part by the State, must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. An Affirmative Action Plan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



3/1/2021

Dear Mr McCafferty,

AAA Nursing Care is submitting its proposal for RFP 6848. The proposal is formatted according to each section of the RFP's Section H titled "PROPOSAL AND REQUIREMENTS & REQUIRED FORMAT"

I believe I have included the important parts of the proposal that were requested however if I did not include something that I should have I can readily provide it as I have completed the entire document request with the exception of some notarized items.

If you do have any questions you may contact me at my number or email listed below.

Sincerely,

Paul Costeines
2033772220
paul.costeines@aaanursingcare.com



3303 Main Street | Stratford | Connecticut | 06614
P-2033772220 | F-2033777742

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ORIGINAL

INTRODUCTION

This document is being provided per the contract bid request and is being provided in order of the request on pages 7-10 of the RFP_6848. It starts with Section 1 PROPOSER INFORMATION and ends in Section 6 EXCEPTIONS AND ALTERNATIVES.

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.

SECTION 1 PROPOSER INFORMATION

AAA Nursing Care, LLC is a limited liability company formed in the State of Connecticut. The company was formed in 1998. The company provides many services to various healthcare organizations in CT since 1998 or 23 years. AAA Nursing Care, LLC is also certified with the Joint Commission.

Permanent Address:
AAA Nursing Care, LLC
3303 Main Street
Stratford, CT 06614

Owners are Paul Costeines and Michael Damian PhD
Executive Director is Paul Costeines who manages and runs operations (12 years)
Key-Personnel is Lisa Enwerem, Clinical Administrator (21 years)

The business reporting structure relatively flat with all office workers reporting directly to Paul Costeines. The Clinical Administrator supervises RNs and LPNs. The next pages show a graphical representation of the hierarchy as well as a description of each of the roles.

GOVERNING BODY

The Ownership/President and Executive Director define the mission of the organization; assume legal responsibility for services provided and allocation of resources to achieve objectives.

EXECUTIVE DIRECTOR

As a governing body member, assumes authority, responsibility and accountability for operations to fulfill the mission and purpose of the organization; provides business planning, development and fiscal management; provides leadership, oversight and direction for ongoing operations.

CLINICAL ADMINISTRATOR

Provides direction and clinical oversight for professional staffing services to ensure compliance with standards; assumes responsibility for implementation of PI Program and risk management reporting activities; interviews, screens and selects clinical contract staff for assignment; provides nursing consultation as needed after normal business hours to resolve professional or clinical issues. Coordinates and manages client nursing requirements and manages the clinical practice of the company. Reports to the Executive Director.

SCHEDULER/RECRUITER

Assigns healthcare personnel to contracted client organizations; assures compliance with client facility requirements for assigning personnel; manage and monitors daily schedules; monitor HR records and perform follow through activity for credentialing compliance; performs on call responsibility in accordance with an established schedule. Reports to the Executive Director. The identifies new candidates able to fulfill the needs of clients. Manages new job orders and assigns nurses to them.

OFFICE COORDINATOR

Provides administrative support for daily office operations; assumes responsibility for processing applications, and related communications; refers clients to internal resources for individualized attention to concerns; refers clinical/service issues to the Nursing Supervisor. Reports to the Executive Director.

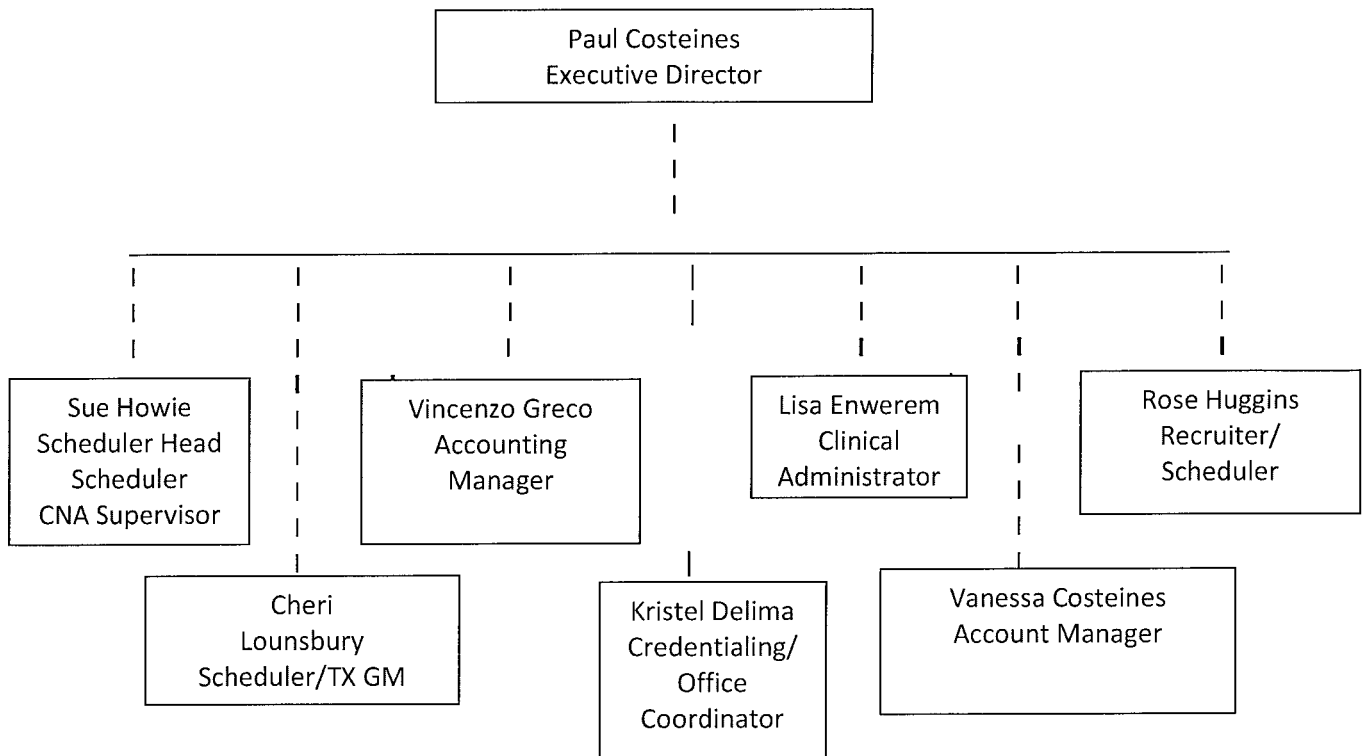
ACCOUNT MANAGER

Arranges meetings and discusses needs with new clients. Provides overview of services offered and generalized information on how those services may be engaged. Performs follow up as required with clients. Reports to the Executive Director.

ACCOUNTING SPECIALIST

Manages financial aspects of staffing program operations to include payables, receivables, invoicing, payroll and financial reporting; monitors employment records for compliance; performs data entry and monitoring functions for performance measure reporting. Reports to the Executive Director.

ORGANIZATION-REPORTING STRUCTURE-DESCRIPTION OF ROLES



ORIGINAL

SECTION 2 EXPERIENCE, EXPERTISE, AND CAPABILITIES

PHILOSOPHY STATEMENT AND BUSSINESS FOCUS

MISSION

Over the past two decades our mission has been to offer quick and dependable services to our clients in all medical fields with unsurpassed quality of care. Our goal is to exceed expectations for service and obtain the complete satisfaction of our clients.

PHILOSOPHY AND VISION

The purpose of this document is to outline and define the role of AAA Nursing Care in the healthcare field, our lines of business, and the operating standards and vision of the company. Every job function in the company can be performed in a way so as to promote the company in this manner. The document will outline some of these but it should not be considered as the only way to achieve these standards.

AAA Nursing Care is primarily a staffing company that also does private duty home care and niche markets. In this sense we are a boutique business supplying both specialty nurses as well as generalized nurses. We are a smaller family-owned company so we are highly flexible offering a combination of services. As such we make it a point to understand our client's needs and we have the flexibility and speed to meet needs that larger companies would be slow to.

OUR PHILOSOPHY ON HOW WE OPERATE

AAA Nursing Care is unique among agencies. We have found that the idea of family owned and operated company which we are is not just a saying. It implies togetherness, commitment, a dedication beyond a work obligation. We try to hire employees who look at the work as being part of a family. This causes our employees to be more vested into the interests of the company. This vested interest causes the employee to treat their actions and decisions as something more personal rather than "just doing my job". Decisions made on the basis of personal interest are almost always better done than a person who is interested in a pay check alone. Every action and decision should be done with the question of "am I protecting the interests of my family if I do x".

Businesses have many options to use for nursing. They choose us because we solve a problem they have. The biggest hurdle to overcome is the cost in using our service. When that hurdle is overcome the second most important part is fulfilling the requests. The ongoing use of our service is dependent on our ability to solve their problem which is filling their staffing needs. If we cannot do it they will use another company. For this reason, one of the most important interactions is with the schedulers. The schedulers are the ones who will fill the nursing requests. The scheduler is the one who will develop that relationship with their scheduler. Our scheduler must make a great first impression. The most important impressions in any relationship are always the first and the last. It is vital that the first impressions are good and that the last impressions are good. This holds true for all aspects of our operation. Our nurses must be aware of and briefed on all of their assignments they take. Our Clinical Administrator must make every effort to be thorough and aware of the patients we provide services to.

AAA Nursing Care and its employees and contractors are:

Friendly, Responsive, Dedicated, Fair and Reliable. These are the attributes we will espouse when we interact with our customers and contractors. From the start of the process of contract negotiation to the end of the process of billing and collections we will hold these values as part of how we will do business.

Friendly – We answer the phone politely, nicely, and ready to listen. We relay information and coordinate our activities in a manner that is warm. We create an environment and relationship with our clients and contractors in such a way where we care about them; and they in turn will care about us.

Responsive – We are always attentive to the needs of our customers. Their need is our need. We monitor our phones, voicemails, emails constantly and respond quickly to requests. When we don't know about something we seek information quickly to get an answer. We think in the future and anticipate needs. We work to avoid last minute complications and changes. Complaints are important feedback. We take them seriously and show that we are interested. We answer phone calls on the first couple rings, not when our personal conversations on cell phones are finished.

Dedicated – Every interaction we have with customers is important and when there is a request made for staffing we are dedicated to filling the request. We are dedicated even though we know sometimes they will cancel the request or not let us know. We ask all nurses not just the ones we are used to dealing with. We think "outside the box" to solve staffing situations. We follow up with people even when there is nothing to report. We know that every shift that is requested of the company is important.

Fair – We listen to all sides of a story. Judging people's motives is not something we use to make determinations. We use facts and past history. We operate with ethics and fairness in our pay/bill practices. We seek fairness for our nurses where we can, and we enforce fairness for our agency as appropriate. Complaints are handled without fear of retaliation. We do not discriminate on any basis whatsoever.

Reliable—Our customers know through our actions and words that when they request something they can rely on us following through. Even when we don't have an answer we reliably update our customers. Our nurses know that if they make a call and request a call back we will do so. We never assume something is understood. We confirm our conversations with emails and phone calls.

Included on the next two pages are the business code of ethics that guide how we operate and have been adopted into our policies and procedures

CODE OF BUSINESS ETHICS

PURPOSE

To define a standard for ethical business practices.

The Code of Business Ethics serves to:

1. emphasize AAA Nursing Care's commitment to fair business practices and compliance with the law,
2. set forth basic standards of behavior,
3. provide reporting mechanisms for known or suspected ethical or legal violations, and
4. help prevent and detect wrongdoing.

POLICY

Management and staff will comply with applicable laws and the industry-wide code of conduct for providing services and business practices.

The Administrator/designee of the Governing Body shall oversee compliance with ethical standards for business practices and policies.

The Governing Body shall review and resolve all potential ethical issues.

CODE OF EHTICAL BUSINESS PRACTICES

All business/operational staff will:

1. Give and record accurate information.
2. Make known any potential conflict of interest or business relationship which may conflict with the mission of AAA Nursing Care or result in financial gain as a result of dealings with clients/customers or referral sources.
3. Management and employees, who are in a position to influence contracting decisions and have received gifts or hold equity in a potential contractor, must decline to participate in any negotiations or decision making related to the contract involved.
4. Management staff may have relationships with contractors, but these relationships shall be disclosed to the Governing Body and must not interfere with contracting decisions.
5. Not divulge or communicate information directly or indirectly matters of business practices, trade secrets, customer contracts, pricing, or materials deemed confidential by customers.
6. Abide by the confidentiality policy of AAA Nursing Care and HIPAA regulations.
7. Abide by written contract agreements and bidding procedures for acquisition of new contracts.
8. Provide accurate information and fair pricing for bids based on service objectives and specifications.
9. Accurately represent services provided in all marketing materials and sales representations.
10. Not pursue personal activities during work time or use company property, information or position for improper personal gain.
11. Not accept or offer any gifts, entertainment or favor (except of nominal value) from anyone in a position to influence contracting decisions, which will benefit AAA Nursing Care.
12. Report all questionable and/or identified ethical issues to the Governing Body.

ORIGINAL

CONFLICTS OF INTEREST

POLICY

Governing Body members, employees, and independent contractors shall disclose any conflict or potential conflict of interest.

DEFINITION

Conflict of interest is considered to be any of the following:

- An individual having direct or indirect ownership of a subcontracting organization.
- Ownership of an organization which conducts business with AAA Nursing Care.
- Relationships that an individual has that may result in profit to that individual as a result of referrals and service.
- Persons who are related as spouse, parent, child or sibling to the ownership of a competitive organization, contractor or subcontracting organization.
- Convictions of any criminal offense involving mishandling of funds, abuse or clinical malpractice.

The Governing Body/ownership shall review its relationships with other care providers, and payer sources at time of contract, at time of changes in contract agreements, or at least annually to determine if a conflict of interest or regulatory violation exists.

The Governing Body shall act in good faith to disclose any potential conflict of interest to its customers.

An individual who discloses a conflict of interest with an aspect of business or contracting agreement shall be recused from participating in any related decisions or activity as determined by the Administrator.

SUMMARY AND DESCRIPTION OF RELEVANT EXPERIENCE – One to One Nursing within 3 years

The most relevant experience as it pertains to RFP_6848 is our current work with Waterbury schools under the contract for RFP_6073. Over the three year period we have had 7 students for Waterbury schools. Currently since the COVID19 Pandemic that number has shrunk to 4 active students. We are familiar with the various schools and nursing supervisors who inform us of the need to bring on a new student. This contract was awarded through a bid process and has a set amount of funds and a PO was issued.

We perform similar services for Fairfield Board of Education and also provide school nurses on a substitute basis and in response to increased needs due to the Pandemic. During the spring time we also supply them with one to one nursing for field trips as necessary. We have had 10 students for one to one care and currently three students because of the Pandemic and remote learning.

The Milford Board of Education has had us with up to 9 of their students within the last three years. We have also been contracted to supply substitute nursing as well as field trips for one to one.

Prior to COVID 19 we have provided Monroe Public schools with one nurse for one to one nursing and substitute nurses and field trip nurses.

Norwalk Public Schools has contracted us to provide a nurse for 2 of their students for a bus run. A bus run is when a student rides a bus or van and is not needed in school but only for transport.

Hamden Public Schools contracts us for four students one to one.

Shelton Public Schools contracts to provide one to one nursing.

These school systems above are the ones where we provide one to one nursing within the last three years. There are other school systems where we only supply school nursing or field trip nurses but not one to one nursing. They are including in this section with contacts and a brief description as well as a table summarizing the entity and billing contacts

All of the work performed unless stated otherwise is an open-ended contract with a list of services and their cost or a specific contract for a student/s with our rate to do it. There were no time frames specified to complete the work as it was dictated by the school year and need of the student/school. None of the contracts have specified a budget with the exception of Waterbury. Per the RFP request we have listed the total costs over the last 3 years for a municipality or government agency (Jan 1, 2018-Jan 1, 2021 without disclosing which town it is) are:

\$22849.00	\$67575.00
\$209443.90	\$26718.00
\$459272.00	
\$79111.75	
\$240293.19	

Contracts of One to One Nursing

Milford BOE

Accompany various student on bus and in schools. Be able to provide medication as necessary. Provide substitute nurses and field trip nurses.

Joan Campbell MSN, RN
Or Christopher Brown Director of Pupil Services (New) 203-783-3491
Director of Nursing
Milford Health Department
82 New Haven Avenue
Milford, CT 06460
(p) 203.783.3285
(f) 203.783.3286

Fairfield BOE

Provide one on one nursing for special needs students, bus runs for medication administration.

Michelle Sierau
Executive Secretary, Special Education
msierau@fairfieldschools.org
p.203-255-8379
f. 203-255-8247

Norwalk BOE

Provide nursing for bus trip to and from school to monitor certain conditions and deliver medication if necessary

JoAnn Malinowski, BSN RN NCSN
Interim Coordinator of School Health Services
Norwalk Public Schools
125 East Avenue
Norwalk, CT 06851
Office: 203 854-4129
Fax: 203 854-4005

Hamden Public Schools

Provide one on one nursing for student with medical condition

Kimberly Pearce
Hamden Public Schools
Pupil Personnel Services
60 Putnam Ave
Hamden, CT 06517
203-407-2224 Fax 203-407-2101
kpearce@hamden.org

St Vincents Special Needs

Provide nurses, CNAs to assist and work with regular staff. Support for various locations and programs they run.

Sheri Filanowski BSN RN
School Nurse Manager
St. Vincent's Special Needs
95 Merritt Blvd.
Trumbull, CT. 06611
Telephone : 203-386-2748
Fax: 203-380-1308

Shelton Public Schools

Provide one to one nurse for bus run

Dawn Anderson
Office Admin
382 Long Hill Ave
Shelton CT 06484
2039241023 ex 350

Monroe Public Schools

Provide one to one nursing for a student and substitute nurses

Tracy Ballo
Admin Assistant
375 Monroe Turnpike
Monroe CT 06456
203-452-2860 ex 2603
Tballo@monroeeps.org

City of Waterbury Education (Purchase order of \$280,080/year over 3 years)
Provide one on one nursing services for special needs population.

Elaine M. Skoronski, J.D.
Special Education Department
Waterbury Public Schools
236 Grand St., Room 250
Waterbury, CT 06702
(p) 203-346-3505 (fax) 203-346-3509
eskoronski@waterbury.k12.ct.us

PERSONNEL LISTING

Assigned RN's and LPN's or CNA's meet the state requirements for licensure. Given the amount of time between the RFP submittal, the award and the need for a nurse it would be improbable that a nurse identified now would be guaranteed for placement later. We will however provide the resumes of the nurses currently working with Waterbury School's students.

CONFLICT OF INTEREST

There are currently no known conflict of interest. Included is our policy we follow:

AAA NURSING CARE POLICY

Governing Body members, employees, and independent contractors shall disclose any conflict or potential conflict of interest.

DEFINITION

Conflict of interest is considered to be any of the following:

- An individual having direct or indirect ownership of a subcontracting organization.
- Ownership of an organization which conducts business with AAA Nursing Care.
- Relationships that an individual has that may result in profit to that individual as a result of referrals and service.
- Persons who are related as spouse, parent, child or sibling to the ownership of a competitive organization, contractor or subcontracting organization.
- Convictions of any criminal offense involving mishandling of funds, abuse or clinical malpractice.

The Governing Body/ownership shall review its relationships with other care providers, and payer sources at time of contract, at time of changes in contract agreements, or at least annually to determine if a conflict of interest or regulatory violation exists.

The Governing Body shall act in good faith to disclose any potential conflict of interest to its customers.

ORIGINAL

SECTION 3 STATEMENT OF QUALIFICATIONS AND WORK PLAN

QUALIFICATIONS

AAA Nursing Care, LLC has been contracted to provide nursing services to schools since 2008. It has been a steady growth since then. Our uniqueness from other home care companies is that because we perform staffing as well as private duty nursing we have an ability to get nurses quickly as the pool of workers is larger.

Assigned RN's and LPN's meet the state requirements for licensure. AAA Nursing Care, LLC holds accreditation with The Joint Commission. We are required by our accreditation to meet the credential requirements of any of our contracted agencies. As part of that we maintain all credentials required either by law or policy. The Joint Commission requires updates monthly as to compliance with credentials. RNs and LPNs perform nursing in accordance with their scope of practice set forth by the Department of Public Health.

We have 74 active RNs and LPNs. If the award is made and we are asked to fill 8 more students we would not anticipate much difficulty. The ability to provide nursing services to the student is one aspect however the practical implementation of that can be challenging. For example it happens that a student may go to two schools on the same day and needs a nurse for one but not the other. Figuring out what nurse is available for two hours of work and is available in the middle of the day rather in the morning takes a lot of effort. We have managed these challenges and others successfully. Currently all of our students are with 1 or 2 consistent nurses.

AAA Nursing Care, LLC participates in all meetings IHPs/IHCPs requested of us or the nurse. We are familiar with the need to follow school schedules and have worked out policies and procedures for notifications that are specific to each school. One such example a dedicated school nurse email address we use to communicate with this audience (schoolnotice@aaanursingcare.com). This example is a reflection of a practical procedure born of need. Over time we have come to learn the communication patterns of the different schools and parents, what they prefer or not. We document this in our computer system as necessary. The computer system is a program that has patients, nurses, contacts, Drs. Orders and all the other things necessary to systematically track and manage healthcare of the student. Additionally, we have worked with 3rd party billers that perform Medicaid billing for some of our Districts to develop a Medicaid billing friendly school flow sheet that captures all the data required.

WORK PLAN

AAA Nursing Care is currently contracted with schools/school systems for special needs students. When the school discovers that it does not have the resources in house to meet mandated schooling for some of its special student population we typically get the call for that temporary need (temporary can be 1 month to years in some cases). In all of these situations the nurses and/or management participate in the students' IHPs and meet as necessary or requested. We have also worked in the past with some schools to organize and create IHP and review medications for students at the school until they were able to hire permanently or their nurse returns from leave.

AAA Nursing Care is typically tasked with identifying nursing to assist individual students. We do this in a variety of settings. One of the most common requests are for accompanying students on bus trips to and from school. Typically, we monitor for seizure and if necessary perform the care. Our skill set varies widely. We supply nurses that can manage tracheostomy and ventilators to heart pumps that use

magnetic induction motors to push blood through the student. Student ranges between pre-K and 21 years old.

Included here is an outline of the current process when a nurse is needed for a student:

- 1) The Nursing Supervisor for the school calls or emails of the intent to provide services to a student
- 2) A brief intake is done by the Clinical Administrator with the Nursing Supervisor or the school
 - a. We identify demographics of the student
 - b. Identify the stake holders
 - c. Briefly understand what is being asked of the nurse
- 3) A meeting is held with relevant office members
 - a. Executive Director, Nursing Manager, Head Scheduler
 - i. Round table discussion about the request
 - ii. Identify additional information needed
 - iii. Identify supply/equipment needs
- 4) Return to school contact person with questions for follow up
 - a. Request all relevant medical documentation, clearances, and contact points
 - b. Summarize our understanding and verify, coordinate with school/family
 - c. Determine bus departure times and locations
 - d. Meet as appropriate/requested for IHP/IHCP or other
- 5) Organize all information
 - a. Create plan of care
 - b. Share with School as necessary for feedback
- 6) Identify capable and interested nurses
 - a. Meet with nurses and scheduler
 - i. Develop staffing plan
- 7) Clinical Administrator meets with final selection of nurses and provides documentation/standards-expectations.
 - a. Reviews Plan
- 8) Monitor/discuss first week get feedback
- 9) Modify as necessary

SERVICES EXPECTED OF THE CITY

- The City/schools would be expected to provide organizational responsibility for the student. This would include notifying us of meetings we need to attend, medical information, releases as appropriate and other information needed to organize care.
- Alternate means of transportation to vehicle if bus is unavailable.
- Provide notice of cancellation of school attendance by student (not referring to sick days) but when a student is no longer attending school.

DAYS	HOURS SERVICE	ROUND TRIP UP TO 2 HOURS, HOURLY THEREAFTER	AVERAGE YEARLY COST PER STUDENT
180	7 1 TO 1 RN		63630
180	7 1 TO 1 LPN		56700
180	7 BUS PICK UP / DROP OFF RN	300	54000
180	7 BUS PICK UP / DROP OFF LPN	240	43200

SECTION 4 COST SCHEDULE

LICENSED PRACTICAL NURSES \$45.00 PER HOUR (State Contracted Rate)
REGISTERED NURSES \$50.50 PER HOUR (State Contracted Rate)

LPN BUS RUN \$120 up to one hour then hourly at hourly rate for LPN
RN BUS RUN \$150 up to one hour then hourly at hourly rate for RN

*Bus run rates do not apply to full day nursing.

We will not bill a bus run rate when a nurse is with a student in school during a normal full day of school.

Per the RFP we have broken down potential costs per student for the year in this table.

Additional Non-Personnel Costs

Finger Print Card \$15.00

Finger Print Back Ground Check by State \$75.00

SECTION 5 INFORMATION REGARDING: FAILURE TO COMPLETE WORK, DEFAULT AND LITIGATION

- We have not failed to complete any work awarded to us.
- We have never defaulted on a contract.
- There is no pending litigation that could affect our ability to perform the agreement.
- No contract has been terminated for cause.
- No lawsuits related to errors and omissions.
- We have never filed for protection under Federal bankruptcy laws.
- We have never exceeded a contracted amount.
- There are no known factors which may influence our ability to fulfill the contract.

SECTION 6 EXCEPTIONS AND ALTERNATIVES

- When costing the bus run it is impractical to develop an hourly rate that isn't a very large number since the bus time could be 15 or 90 minutes. There are too many unknowns to provide a single rate. A single hourly rate potentially hurts the ability to get nurses to the students. We find that bus runs are usually no longer than 1 hour. In order to be able to pay the nurse an amount where they can commit themselves to the case a single minimum flat rate works much better. We typically use a flat rate up to one hour of time then turn it hourly after that which is what we will propose.
- The RFP requires that identified nurses be made available if awarded and any changes to availability be made in writing to the town. This is not feasible at this point in the process. Additionally, it is not known what the medical conditions of the students are and so any resume used to determine qualifications could be woefully inaccurate. Also as we mention in the RFP a nurse identified now may not be available later, and in fact most will not. They will want to work to earn income rather than wait. For that reason as we mentioned we are providing the nurses resumes who are currently with Waterbury school students. This is not to show their expertise but to show that we have nurses currently working that are doing the job Waterbury is requesting and by virtue of their current work will be available on award.
- The RFP requires that all costs associated with the RFP be built into the hourly costs. However due to COVID 19 the costs for PPE are difficult to determine. Additionally, the local health boards of the City are more equipped to be able to provide access to PPE if necessary. For that reason we would request that if PPE is required that any long term use/needs will be supported by the City. We will provide short term PPE as needed.
- Page 4 Paragraph G of the RFP asks that all those submitting proposal must positively state in this proposal: items 1-16. We propose acceptance and adherence to items 1-16 as part of this alternative section.

SECTION 7 ADDITIONAL DATA

None

ORIGINAL

SCHOOL	ADDRESS	CITY, STATE ZIP	CONTACT	TITLE	PHONE NUMBER
EASTON REDDING REGION DISTRICT 9	486 REDDING ROAD	REDDING CT 06896	CAROLYN REED	ACCOUNTS PAYABLE	203-261-2513

Helen Keller Middle School

Joel Barlow High School

John Read Middle School

Redding Elementary School

COOPERATIVE ED SERVICES	40 LINDEMAN DR	TRUMBULL, CT 06611	PETER ROTOLO	PAYABLE CLERK	203-658-8800
FAIRFIELD BOARD OF ED	501 Kings Highway East	Fairfield, CT 06825	CHERYL WOODMANSEE	SECRETARY SPECIAL ED	203-255-8396

Walter Fitzgerald School

GIANT STEPS SCHOOL	1275 PAOST ROAD SUITE A-3	FAIRFIELD, CT 06824	SANDRA ARNOLD	OFFICE MANAGER	203-254-3491
HAMDEN PUBLIC SCHOOLS	60 PUTNAM AVENUE	HARTFORD, CT 06517	THERESA OTT	PPS DIRECTOR	203-407-2224
MELIORA ACADEMY	470 MURDOCK AVE	MERIDEN, CT 06450	LYNNE GUILMETTE	CHIEF ADMINISTRATOR	203-237-5710
MERIDEN PUBLIC SCHOOLS	133 PARKER AVE	MERIDAN, CT 066450	EDZABETH LUPARIA	SUPERVISOR OF SPECIAL ED	203-630-4182
MILFORD BOARD OF EDUCATION	70 WEST STREET	MILFORD, CT 06460	CAROLE SWIFT	DIRECTOR OF PUPIL PERSONNEL	203-783-3491

Foran High School

Live Oaks Elementary School

Meadowside School

West Shore Middle School

Mathewson Sschool

Pumpkin Delicght School

Harborside Middle School

Harbor Side Elementary School

The Academy Milford

Jonathan Law High School

MONROE PUBLIC SCHOOLS	375 MONROE TURNPIKE	MONROE, CT 064568	TRACY BAILO	ADMIN ASSISTANT	203-452-2860 EX 2603
Milford Health Department	82 New Haven Avenue	MILFORD, CT 06460	C Soulier	Admin	203-783-3285

Lauralton Hall School

ST Mary's School

NORWALK PUBLIC SCHOOL	125 EAST AVENUE	NORWALK, CT 06852	JOE NICOLIA	FINANCE/ACCOUNT SPECIALIST	203-854-4061
OAK HILL SCHOOL	120 HOLCOMB STREET	HARTFORD, CT 06112	REBECCA WERT	OFFICE ADMIN	860-245-2274
REGIONAL SCHOOL DISTRICT #16	30 COER ROAD	PROSPECT, CT 06712	SHELLY MCNULTY	DIRECTOR	203-758-6671

WoodlandsHigh School

Prospect Elementary

Laurel Ledge School

Long River Middle School

SAINT CATHERINE CENTER	760 THAMORE DRIVE	FAIRFIELD, CT 06825	HELEN BURLAND	DIRECTOR	203-540-5381
ST Vincents Speical Needs	99 Merritt Blvd	TRUMBULL, CT 06611	Shen Filanoski	School Nurse Manager	203-386-2748
SHELTON PUBLIC SCHOOLS	382 LONG HILL AVE	SHELTON, CT 06484	DAWN ANDERSON	OFFICE ADMIN	203-924-1023 EX 350
WATERTOWN PUBLIC SCHOOL	779 BUCKINGHAM STREET	OAKVILLE, CT 06779	ROSE RIZVANI	SECRETARY	860-945-4824

Swift Middle School

Judson School

Polk Waterown High

ST Mary Magdalen

Saint John's

Waterbury Public Schools	236 Grand Street 2nd Floor	Waterbury, CT 06702	Dunia Rodriques	Data Manager	203-574-8017
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CYNTHIA DE LA CRUZ

101 HERKIMER STREET • WATERBURY, CT 06710 • PHONE: 475-233-7103 •
CCRUZ.313@OUTLOOK.COM

SUMMARY:

Passionate LPN with extensive experience in the healthcare field. History of providing professionalism and patient-focused care for individuals of all ages and different health concerns with compassion, attention to detail and reliability.

EXPERIENCE:

Staywell Health Center

Waterbury, CT

Licensed Practical Nurse

2020-Present

- Provide Licensed Practical Nurse services to a diverse population in a community health center environment.
- Obtained vital signs and accurately documented patients' history with present illness.
- Triage patients and provide appropriate medical advice and recommendations.
- Assist providers with patient translation.
- Prescription renewals; generate referrals, and obtain insurance prior authorizations.

Hartford Healthcare Medical Group

Southington, CT

Licensed Practical Nurse

2018-2020

- Provide Licensed Practical Nurse services to an internal medicine office environment.
- Triage patient calls and provide medical advice.
- Obtain prior authorizations from insurance for medicines and medical procedures.
- Refill prescriptions and generate new orders for drugs or specialty referrals per doctors' orders.
- Administer injections and medicine per doctors' orders.
- Respond to medical emergencies.

Apple Rehab Cocomo

Meriden, CT

Licensed Practical Nurse

2017-2018

- Provide Licensed Practical Nurse services to short-term rehabilitation patients.
- Contribute to nursing plan.
- Manage the maintenance of IV drugs and lines.
- Provide colostomy and foley catheter care.
- Monitor wounds and perform dressing changes.
- Train new staff members.

The Summit at Plantsville

Southington, CT

Licensed Practical Nurse

2016 – 2017

- Provide Licensed Practical Nurse services to short-term and long-term patients.
- Administration of medicine and treatments according to physician's orders.
- Monitored catheters, recorded input/output.
- Specimen collection for routine laboratory tests.
- Update residents' family with any changes in resident's condition.

Town & Country Pediatrics and Family Medicine, PC

Watertown, CT

Medical Assistant/LPN

2014 – 2016

- Provided Licensed Practical Nurse services to a family practice office environment.
- Obtained vital signs and accurately documented patients' history with present illness.

- Administered injections to patients and administered nebulizer breathing treatments.
- Obtained prior authorizations from insurance companies to coordinate patients' appointments with specialists.
- Called patients to inform them of test results and relay doctors' messages.
- Responsible for filing patients' charts, keeping inventory supply count, and placing orders.
- Assist doctor with sutures, ear irrigations, incision and drainage.

Continuum of Care, Inc.

New Haven, CT

Residential Assistant

2010 – 2013

- Provided medical administration services to the group home clientele while maintaining the utmost attention to detail to ensure safe and accurate administration of medicines.
- Promoted clients' sense of independence by encouraging and guiding them to fulfill their program goals.
- Organized outings that promoted and helped integrate clientele to day-to-day social interactions.
- Provided culinary services to group home clientele and maintained center common space organized.
- Used de-escalation techniques and strategies in crisis situations and used safety holds when indicated.

EDUCATION:

Omnicare		
Certification of Infusion Therapy		Avon, CT
Graduation Date: January 2018		
W. F. Kaynor Technical High School		
Licensed Practical Nurse		Waterbury, CT
Graduation Date: January 2014		
Department of Developmental Services		
Certification of Medicine Administration		Cheshire, CT
Graduation Date: May 2011		
Wilby High School		
High School Diploma		Waterbury, CT
Graduation Date: June 2008		
Naugatuck Valley Community College		
Certified Nurse Aide		Waterbury, CT
Graduation Date: August 2006		

SKILLS:

- | | | |
|---------------------|----------------------|--------------------------|
| ■ Bilingual-Spanish | Ability to multitask | Reiki Level II Certified |
| ■ CPR Certified | Team Player | Microsoft Word |

REFERENCES:

Available upon request.

RAVEN GRAY

Bridgeport, CT

Mobile: (203)727-9941 **Email:** raven.gray@hotmail.com

SUMMARY

Passionate Licensed Practical Nurse who can bring dedication and energy to the task of providing comprehensive patient care and creating a comfortable patient environment. Skilled at completing prior authorizations, Ordering Durable Medical equipment, contact patients and pharmacies, conducting nursing phone consultations and scheduling appointments, and initiating Disability/ FMLA claims and therapy for patients and veterans. Suboxone Substance Abuse Counselor and Certified TMS (Transcranial Magnetic Stimulation) Treatment Specialist with the desire to continue helping others on both a medical and socially strengthening basis.

EXPERIENCE

Community Health Northwest Florida, Pensacola, FL (Aug.-Dec. 2019)

Team Coordinator/Supervisor

- Develops and maintains favorable external relationships with vendors and contractors
- Answer phone calls and/or respond to messages in an appropriate time frame patients, parents, or designated care giver according to HIPAA guidelines and clinic policy
- Handling all paperwork for providers
- Complete Prior Authorizations for Medications and Durable medical Equipment and process all orders for DME
- Provide coverage for other team and clinic team members as needed
- Provide counsel, support, advice, to patients and their families
- The Team A Supervisor is responsible for overseeing a staff of 7 Medical assistants, Front Desk Staff and LPNs
- Proficient in VFA vaccine program
- FQHC Qualified
- Demonstrate a high level of problem solving skill to better serve patients and staff

Queen City Stem School, Charlotte, NC (2018-2019 Academic Year)

School Nurse

- Maintained up-to-date vaccination records
- Administered medications as prescribed by student's doctor
- Administered vision and hearing tests
- Referred students for further testing/care
- Contacted the Department of Health when students had communicable diseases
- Corresponded with parents and staff regarding education and preventative practices of communicable diseases

Center for Emotional Health, Charlotte, NC (2017-2018)

Licensed Practical Nurse (Supervisor- Nurse)

- Primary nurse for 12 locations
- Managed Nurse Triage Line
- Assisted Psychiatrist/ Physician Assistant
- Performed administrative tasks for the Head Psychiatrist
- Rendered accommodation, emotional support, school medication authorization, and LOA letters as deemed necessary
- Took and recorded vitals, administered injections and urine drug tests

Octapharma Plasma, Charlotte, NC (2016-2017)

Licensed Practical Nurse

- Performed medical evaluations of potential donors for automated plasmapheresis procedures
- Confirmed donor suitability in a timely manner and consult with physicians as needed
- Provided limited emergency care: administration of any medications or treatments in accordance with my certification, training, and standard operating procedures

AFC Urgent Care, Trumbull, CT (2015- 2016) Licensed Practical Nurse

- Operated as Lead Nurse and trained Key Holder
- Performed rapid lab testing (strep, flu, mono, d-dimer, RSV, urinalysis)
- Conducted blood draws and instant testing (CBC, cmp, lipid panel)
- Completed immigration, DOT, school and work physicals and immunizations
- Performed vaccine administrations (adult and children) and explained lab results

Women's Health Care, Trumbull, CT (2014- 2015)**Licensed Practical Nurse**

- Administered Depo and rhogam injections
- Authorized medication refills, perform vitals, and nurse call backs
- Measures and recorded patients' vital signs, such as height, weight, temperature, blood pressure, pulse, and respiration
- Assisted with Coloscopies, Endometrial biopsies, and pap smears
- Familiar with Nextgen, Athena, and Epic systems

Bridgeport Manor, Bridgeport, CT (2014)**Licensed Practical Nurse**

- Provided basic patient care or treatments, such as taking temperatures or blood pressures, dressing wounds, treating bedsores, giving enemas or douches, rubbing with alcohol, massaging, or performing catheterizations
- Supervised nurses' aides or assistants and work as part of a healthcare team to assess patient needs
- Assembled and use equipment, such as catheters, tracheotomy tubes, or oxygen suppliers
- Administered prescribed medications or start intravenous fluids, noting times and amounts on patients' charts

EDUCATION/TRAINING

- **State of Connecticut LPN License** (active)
- **Multi-State LPN license, Florida** (active)
- **State of North Carolina, Charlotte, NC**
TMS (Transcranial Magnetic Stimulation) Therapy Certificate
- + **Bullard Haven's Technical High School, Bridgeport, CT (08/2012-01/2014)**
Licensed Practical Nurse Program
✦ 800 Clinical hours at Jewish Home for the Elderly
- + **Housatonic Community College, Bridgeport, CT (2010-2012) Liberal Arts Program**
- + **Bridge Academy Charter High School, Bridgeport, CT (1999)**
Diploma

Coming in on
Monday 12/16
11:00 am

Trach/Vent
Interested In School
Nursing. ALSO, interest
in private duty
case. (waterbury)

Classic Clayborn

Waterbury, CT
classicclayborn9_4dk@indeedemail.com
2034652808

I'm a Compassionate Lpn.

Willing to relocate: Anywhere

Work Experience

Licensed Practical Nurse

Nurses Network, Inc
June 2019 to Present

LPN (Licensed Practical Nurse)

READY NURSE
May 2019 to Present

- Continuously monitored patient conditions
- Administer medications and treatments as ordered by physician.
- Demonstrated effective counseling in health maintenance and disease management
- Modified patient treatment plans as indicated by patient responses and conditions
- Answered incoming telephone calls

Licensed Practical Nurse

All American Healthcare Services Inc
January 2019 to Present

LPN (Licensed Practical Nurse)

Masonicare Healthcare Center - Wallingford, CT
2014 to Present

CNA

Right at Home of Greater Fairfield - Monroe, CT
January 2012 to January 2015

Home setting. Helping clients with there day to day living in the comfort of there own home. Cooking, cleaning, companionship. Taking clients to doctors appointments, grocery shopping.

CNA

The Summit of Plantsville - Plantsville, CT
June 2012 to October 2014

Taking care of a resident's personal hygiene, including bed bath, shaving, nail care etc. Toileting residents. Emptying catheter bags. Monitoring vital signs including temperature, pulse, respiration and blood pressure. Setting up of meal trays, and documenting food / fluid intake. Feeding residents. Serving nutritional supplements. Making beds. Keeping the residents space clean and tidy. Bringing the resident to the therapy area. Turning bed ridden residents to prevent bedsores.

CPR
MPI

Physical
PPD
S.S.C
DL or ID

CNA

Senior Helpers - Newtown, CT
June 2011 to May 2012

Homecare live-in clients home 24 hrs a day. Helping patient with day to day care. Preparing clients meals, cleaning, showers, dressing

CNA

A&B Home Health Care - New Haven, CT
December 2008 to August 2010

Private duty in a clients home or in a facility.

Education

As in Psychology

Housatonic Community College - Bridgeport, CT
2015 to 2017

A.S in Nursing

Naugatuck Community College - Waterbury, CT
2010 to 2011

Nursing Licenses

PN

Expires: April 2019

State: CT

Skills

- LPN

Certifications

CPR

August 2016 to August 2018

Adult, Children, and Infant

**Vivian
Doh-
Altieri**

LPN

2 Old Sawmill Drive
Beacon Falls
203-982-1244
vivdoh@yahoo.com

**Work
Experience**

AAA Nursing Care LLC
LPN
03/07/2012-Present
Per diem homecare, pediatrics and hospice

- To provide the best client care; to familiarize myself with the information presented. Continuous effort to be knowledgeable of client's needs. Document all client changes and Notify the office of any concerns related to my assignment.
- Provide one to one nurse services for various students. Provide care to students requiring mechanical ventilation, monitor seizure, and other skilled services as directed.
- One to one in school setting, field trips.
- Provide homecare for various clients.
- Responsible for following plan of care of various clients and different levels of acuity.

Senior Bridge Hospice
LPN
2/21/2021-4/8/2020

- Provide care to critically ill patients during the final stages of their lives. Ensuring that the patient dies with dignity and that his or her family understands the dying process, and administering medications to patients.

Staywell Healthcare, Inc
LPN
07/2020-08/20/2020

- To make sure patients are comfortable and well cared for. Updated medical charts and administer medication as prescribed by a licensed physician. Answered patient's questions regarding their medical care and medication.

Skills

Hospice, Pediatrics, Skilled Nursing Facilities. Homecare

Education

-
- Labone Secondary School ACE "A" Level 1987-1989
 - University of Ghana Bachelor of Arts 1990-1994
 - Best Care Training Institute Diploma 2008-2009

RAVEN GRAY

Bridgeport, CT

Mobile: (203)727-9941 **Email:** raven.gray@hotmail.com

SUMMARY

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- Familiar with Nextgen, Athena, and Epic systems

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- Supervised nurses' aides or assistants and work as part of a healthcare team to assess patient needs
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- Administered prescribed medications or start intravenous fluids, noting times and amounts on patients' charts

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✦ 800 Clinical hours at Jewish Home for the Elderly
- + **Housatonic Community College, Bridgeport, CT (2010-2012)** Liberal Arts Program
- + **Bridge Academy Charter High School, Bridgeport, CT (1999)**
Diploma

CHARELLE L. BOOKHART, LPN

125 Columbia Street • Bridgeport, CT 06604 • 203.685.7439 charelle_bookhart@aol.com

PROFESSIONAL SUMMARY

Experienced LPN who is sincerely committed to helping others. Experience in caring for children with special needs who have seizure disorders, behavioral conditions and cognitively impaired. Able to be alert and assess clients' needs by recognizing non-verbal cues. Empathetic and caring team player. Thrives in crisis and emergency situations. Thinks well on her feet and can be counted on to get the job done!

SUMMARY OF SKILLS

Administer Medication	Emergency Room	Assessments
Special needs pediatrics	Gastrostomy Tubes	Tracheostomy Care
Wound Care	Care Plan Preparation	Inpatient/Outpatient Treatment
Patient Relations	Family/Patient Education	Documentation

PROFESSIONAL EXPERIENCE

Visiting Nurse And Hospice Of Fairfield County – Wilton, CT	07/2020 - Present
AAA Nursing – Stratford, CT LPN	12/2014 –Present
Allpointe Care - Cheshire, CT LPN	08/2016 - Present
Pediatric Services of America– Shelton, CT LPN	02/2013 – 06/2015
Westport Health Care Center – Westport, CT LPN	06/2012 – 2/2012
Wal-Mart – Stratford, CT Cashier	11/2010 – 06/2012
Kingdom Little One's Academy – Bridgeport, CT Teacher	4/2009 – 10/2009
Neon – Norwalk, CT Teacher	11/2002 – 6/2008
Honey Hill Care Center – Norwalk, CT Nurse's Aide	1/2003 – 5/2004

EDUCATION

Housatonic Community College, Bridgeport, CT <ul style="list-style-type: none">Completing pre-requisite courses for eligibility to RN program	August 2013 –present
Health CareerRx Academy, Bridgeport, CT <ul style="list-style-type: none">Certificate of Achievement -Successfully completed six workshops including two presented by the Connecticut League for Nursing: Healthcare Core Skills; and Customer Service in Healthcare, based on content and techniques developed by Susan Keane Baker, MHA, risk management, patient satisfaction, and patient relations.	June 2013
Norwalk Community College – Norwalk, CT <ul style="list-style-type: none">Introduction to Software Applications	December 2012
Lincoln Technical Institute – Shelton, CT	June 2010

- **Diploma, Licensed Practical Nurse program**

Norwalk Community College – Norwalk, CT

May 2004

- **Certificate, Child Development**

EB&C Envisions – Norwalk, CT

April 2003

- **Certificate, Nurse's Aide**

ATTACHMENT C

KEVIN MCCAFFERY
DIRECTOR OF PURCHASING
235 GRAND STREET
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 Addendum #1 Bid # 6848 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.

061507913
Social Security Number
or Federal Identification Number

AAA Running Case LLC
Signature of Individual or Corporate Name
Paul Coste
Corporate Officer
(if applicable)

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

Name Paul Coste
By: Executive Director
(Title)
Business Address: 3303 Main St. Stratford, CT 06614
(City, State, Zip Code)

Phone: 203-377-2220

Date: 2/24/2021

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.

**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:

AAA Nursing Care, LLC
3303 Main St
Stamford, CT 06614

Print Name and Title of Authorized Representative:

Paul Costantino, Exec Director

Signature of Authorized Representative:



Date: 2/24/2021

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2021 2021)
Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City

☐

See Attached Nursing Services
(Service or Commodity Covered by Contract)

3 yrs.
(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 ²⁰²¹~~201~~)
Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City

☐

"See Attached" *Nursing Services*
(Service or Commodity Covered by Purchase Order)

10/25/2018
(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 ²⁰²¹201__)

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.

AAA Nursing Care.
(Name of Company, if applicable)

Paul Costeines
Signature of Individual (or Authorized Signatory)

2/24/2021
Date

Paul Costeines Exec. Director
Print or Type Name and Title (if applicable)

DELIVERED

| By Mail

☐

Hand-Delivered

☐

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 Connecticut

SS.: 06-1507913

County of _____

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

1. I am the **owner, partner, officer, representative, agent or** of AAA Nursing Care, LLC (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

Y 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):

These are the office staff, not additional Contractors

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 Lisa Enwere	Clinical Admin			2/4/68
2 Susan Hawie	Scheduler			10/25/68
3 Vincenzo Greco	Accountant Manager			12/17/77
4 Cheri Lounsbury	Scheduler			10/2/76
5 Kristel Deloma	Front Desk			3/3/70

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 PAUL Costello	Director	AAA Nursing Care LLC	Nursing Service	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 Paul Costenkes	Executive Director	7/23/74	50
2 Michael Damiano	Ph.D.	9/22/75	50
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	NONE			
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	N/A	
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

AAA Nursing Care, LLC.
Name of Partnership/Business
Paul Costenkes

PURCHASE ORDER NUMBER

163345

This number must appear on all invoices, packages,
cartons, bills of lading, and packing slips.

FOB:

Freight Terms: Prepaid

MAIL INVOICES

City of Waterbury
Finance Department
235 Grand Street
Waterbury, CT 06702Board of Education
School Business Office
236 Grand Street
Waterbury, CT 06702Bureau of Water
21 East Aurora Street
Waterbury, CT 06708Water Pollution Control
210 Municipal Road
Waterbury, CT 06708

Date: 10/25/2018

Vendor:

22822
AAA Nursing Care LLC
3303 Main Street
Stratford CT 06614

Ship To:

Special Ed/Pupil Pers. Serv.
236 Grand St
2nd Floor
Waterbury CT 06702Contact: Joan Radocchio
Phone: 203 377-2220Contact: Rocco Orso
Phone: 203-674-6747

> \$10,000

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	1.0000	EA	Deliver on June 30, 2019 unless specified by line Purchase Order Currency: US Dollars Invoice by mail Process Level: 10 18-19 1:1 NURSING SVCS 1st yr of 3 yr contract Vendor Item Number: 1:1 NURSING SVCS PER IEPS Vendor Item Desc: Purchase Order Summary Goods Total: Order Total:	280,080.0000	280,080.00 \$280,080.00 \$280,080.00
Total Amount:					\$280,080.00

THE CITY OF WATERBURY

Waterbury, CT


 Director of Purchasing

KEVIN McCaffery
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

ADDENDUM #1

February 19, 2021

RFP #: 6848

Project Title: RFP Education Department Nursing Services

Please find questions and answers below.

1. Is there a current vendor on the contract

Yes, there are two vendors, AAA Nursing Care, LLC, 3303 Main St., Stratford, CT 06614 and Pediatric Services of America dba Aveanna Healthcare, 400 Interstate North Parkway, S.E., Suite 1600, Atlanta, GA 30339.

2. If there is a current vendor, will the new vendor be an addition or replacement?

Both contracts expire on 6/30/21. The new vendor(s) will be replacements.

3. What are the hourly bill rates?

For AAA Nursing. RN \$50.00 LPN \$45.000

For Pediatric Services of America dba Aveanna Healthcare. RN-\$55.00 LPN- \$50.00

4. Are your current vendors meeting your needs?

For the most part, yes.

5. When do you expect to award the contract?

On or before 6/30/21

6. How will vendors be notified of the award?

The purchasing department sends an award letter to the vendor

7. Do you anticipate awarding one or multiple vendors?

It depends on the proposals.

8. Will assigned nurses have access to therapy resources, materials and supplies?

The nurses have access to nursing supplies, materials, wifi and limited computer use.

9. Can pricing increase during the term of the contract?

Yes, each year the price can stay the same or go up.

10. Are there any renewals beyond the three year contract term?

It is not likely

11. Do you require resumes of potential contractors?

Yes

12. Do you reimburse for mileage for travel between schools?

It is not likely

13. Who is currently providing these services?

See above

14. How many nurses are providing these services now?

approximately 6

15. How many hours is the school day?

The school day is approximately 6.5 hours. Travel on the school bus may also be required for a total work day of up to 8 hours. Payment is made for work performed. Breaks are not billable.

16. Why is the District utilizing a solicitation for the services requested in this bid.

The District is following the City procurement ordinance.

17. Will there be a pre-proposal conference for interested vendors to attend?

No

18. Can the District please provide points and percentages for the evaluation criteria?

Please refer to the language of the RFP that the evaluation criteria is a guide and not necessarily all inclusive. The committee will determine the points and percentages.

19. How many client references does the district require?

The district does not require a particular number of references. It is up to the vendor.

20. Can the district please clarify if you would like the names, addresses, contact persons and phone numbers for all of the school contracts the proposer has had over the last five (5) years, or only those in ct.

It is up to the vendor what information it wants to provide the City.

21. Can the district please clarify the anticipated award date and anticipated start date?

The award will be shortly after the proposals are reviewed. The start date for the contract is 7/1/21.

22. Can the District confirm the number of FTE contract, vendor supplied RNs and LPNs to be needed for the start of the 21-22 school year?

Between 10-12 total.

23. How many vendors is the district currently using to fill these needs?

2 vendors

24. Is the district satisfied with its current vendors?

See answer above.

25. Can the district provide the incumbent information and current bill rates for contracts in place for similar services?

See answers above.

26. Can the district please describe the supplies and materials that contracted providers will have access to at the district?

See answers above.

27. Can the district please describe the supplies and materials that vendors will be expected to provide?

Vendor may have to provide laptops and or other electronic equipment to their staff and documents, forms and other paperwork for the job.

28. Approximately how much travel between schools is expected for these providers

Not much travel is expected.

29. In the event that school will be operating remotely, is it anticipated that this provider will continue to work in a remote capacity?

It depends on the needs of the students and the district needs.

30. Can the district please clarify if the daily nursing documentation required will be distributed from the district or something the awarded vendor will provide.

The parties can discuss and design mutually accepted nursing documentation and procedures.

31. Can the district please clarify expectation around the maintenance of the nursing notes and other records

The nurse will be required to maintain the student's records and complete nursing notes as is required by standard nursing practice. Notes relating to the student's care are confidential student records and are protected from disclosure. The vendor and the district will establish procedures and policies.

32. Can the district please confirm who will act as the on-site supervisor for each contracted provider?

The proposer must supervise its employees working within the school district.

33. Can the district please clarify the "direct clinical supervision" expectations of the vendor.

The proposer must supervise its own employees and provide clinical supervision of them as required.

34. Can the district confirm that you will provide updated medical orders for each student requiring 1 to 1 services?

The nurse reviews medical orders with student, his family and medical providers. The district may assist in obtaining student medical information.

35. In the event the vendor is unable to find a replacement nurse in the event of a call off, will the vendor face any penalties (monetary or otherwise?)

The vendor will be subject to a contract and should consult with its legal counsel.

36. Is the district willing to accept sample resumes which offer an idea of the type and quality of candidate you can expect, versus resumes of candidates confirmed for assignment.

The district prefers to see candidates resumes confirmed for assignment.

37. Is the districts documentation electronic? If so, what system is utilized,

The medical documentation is not electronic but the student's individual education plan is electronic through powerschool.

38. Are we able to negotiate language for tail coverage.

The proposer must accept the city's standard agreement language.

39. Please elaborate on what would fall under "sickness to". Is this in relation to COVID?

Contract language is reviewed with your legal counsel.

40. Does the SAM coverage need to be on its own policy or can it be included in general liability. Either one as long as it is specified on the certificate and approved by the City Risk Manager.

41. Are we able to negotiate additional insured, primary non-contributory coverage and waiver of subrogation requirements?

The proposer must accept the city's standard agreement language.

42. Are we able to negotiate language for limitation of payment

The proposer must accept the city's standard agreement language.

43. Are we able to negotiate language for indemnification?

The proposer must accept the city's standard agreement language.

44. Are we able to negotiate language for termination?

The proposer must accept the city's standard agreement language.

45. Why is the district utilizing a solicitation for the services requested in this bid?

Please see the Procurement Ordinance.

46. Can the district please clarify how needs for contractors will be disseminated to vendors post award.

The Purchasing department notifies the successful bidder. The special education department will guide the contract process.

47. When and how will vendors be notified when awarded contracts are announced

See answer above.

48. How many vendors will does the district expect to award a contract to for the services requested in this solicitation.

It depends on the proposals received

49. What is the expected amount of full time equivalents (FTE), vendor supplied, RNs and LPNs needed for this contract.

Up to 12 total FTEs.

50. Can the district please provide incumbent information and current bill rates for the contracts in place for similar services?

See above answers.

51. Can the district provide the total number of FTE vendor supplied RNs and LPNs for the 19-20 and 20-21 school years?

Approximately 10 FTEs or less.

52. Can the district please describe the supplies and materials that contracts will have access to at the district.

They will have WIFI, computer access, forms, office supplies, some access to i/pad/laptop and basic nursing supplies.

53. Can the district please clarify the maximum weekly allowable hours approved the contracted FTEs from supplied vendors.

The hours traveling to and from the school, if applicable, and the hours of school. It depends on the student, school and transportation. School hours are approximately 6.5 hours per day and transportation time for up to 8 hours per day.

54. What is the caseload size for these providers.

Usually the nurse is 1 to 1 with the student.

55. What travel between schools is expected for these providers

Very little travel between schools

56. How many different schools are these providers expected to travel to?

Providers are expected to travel to the school which their assigned student attends

57. If the bidder uses references for similar services that are out of state, will the vendor have points deducted under evaluation factors for this solicitation?

No

58. Will the 12 nursing positions be full time or part time positions?

The 12 positions will be full time equivalents (FTE)

59. What are the hourly pay rates for RN's and LPN's.

See answer above

60. If the nurse is just doing a bus run do you pay minimum number of hours?
I asked for a separate quote for a bus run.

Thank you.

Kevin McCaffery
Director of Purchasing – City of Waterbury



Waterbury Public Schools

236 Grand Street ♦ Waterbury, Connecticut 06702 ♦ (203) 574-8017 ♦ Fax (203) 346-3509

Miguel Pabon
Director of Pupil Services

June 28, 2021

The Honorable Board of Aldermen
City of Waterbury
City Hall
Waterbury, CT 06702

And

Honorable Commissioners
Waterbury Board of Education
236 Grand St.
Waterbury, CT 06702

Re: Contract between the City of Waterbury and Pediatric Services of America dba Aveanna Healthcare.

Dear Honorable Commissioners and Aldermen:

The Department of Special Education requests your approval of a contract with Pediatric Services of American dba Aveanna Healthcare (PSA) for the provision of nursing services for the Waterbury School District and students with disabilities in the total not to exceed amount of Nine Hundred Twenty-Eight Thousand Eight Hundred Dollars (\$928,800) for a three year term as follows:

For July 1, 2021- June 30, 2022, an amount not to exceed Three Hundred Nine Thousand Six Hundred Dollars (\$309,600) at the hourly rate of \$55.00 for an RN and \$50.00 for an LPN;

For July 1, 2022- June 30, 2023, an amount not to exceed Three Hundred Nine Thousand Six Hundred Dollars (\$309,600) at the hourly rate of \$55.00 for an RN and \$50.00 for an LPN;

For July 1, 2023 –June 30, 2024, an amount not to exceed Three Hundred Nine Thousand Six Hundred Dollars (\$309,600) at the hourly rate of \$55.00 for an RN and \$50.00 for an LPN;

The Special Education Department elected to issue a Request for Proposal #6848, for nursing services of up to 12 nurses for Waterbury students with disabilities. Nine vendors submitted proposals. The Department formed a Committee who reviewed all of the proposals and interviewed the five best



Waterbury Public Schools

236 Grand Street ♦ Waterbury, Connecticut 06702 ♦ (203) 574-8017 ♦ Fax (203) 346-3509

Miguel Pabon
Director of Pupil Services

proposers. The Committee consisted of Special Education Supervisors Wendy Owen, Denise Carr and Robert Delaney, School Nurse Supervisor Lois Mulhern and IDEA Grant Coordinator Elaine Skoronski. The Chairperson was Wendy Owen. The Committee evaluated each proposal looking at experience with providing the services, compliance with past contracts, capacity to provide nurses, the qualifications and experience of the nurses provided, billing procedures and the completeness of the bid responses.

As required by purchasing procedures, the proposers were rated based on the proposals and interviews and without the Committee knowing the hourly rates for each vendor bid. The Committee decided to award the nursing services project to two vendors given the shortage of nurses and the number needed for the project.

Initially, the two highest scoring proposers were Maxim Health Care and AAA Nursing Care, LLC. PSA scored the third highest. However, when the hourly rates were reviewed, Maxim's rates were significantly higher than those of AAA Nursing Care and PSA. Letters were sent to Maxim and to AAA Nursing Care from the Waterbury Director of Purchasing, Kevin McCaffery requesting from each vendor their lowest hourly rates before any decision was made by the Committee. In response to the letter from Mr. McCaffery, Maxim lowered their rate slightly but the hourly rate was still substantially higher than the rate of the second vendor AAA Nursing Care and the third vendor, PSA.

The Committee decided to award the main part of the contract to AAA Nursing Care and the remainder of the project to PSA, the third highest scoring vendor. A tax clearance is obtained and the contract is paid with general funds. The department has had PSA as vendor before and is satisfied with the services provided.

Respectfully Submitted,

Miguel Pabon

Enc. Contract and Attachment A

PROFESSIONAL SERVICES AGREEMENT
RFP No. 6848
for
Nursing Services
between
The City of Waterbury, Connecticut
and
Pediatric Services of America dba Aveanna Healthcare

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 Pediatric Services of America dba Aveanna Healthcare, a duly registered State of Georgia Corporation, located at 400 Interstate North Parkway, S.E., Suite 1600 Atlanta GA, 30339 doing business at 999 Oronoque Lane, Stratford, CT 06614, hereinafter referred to as "PSA".

WHEREAS, PSA submitted a proposal to the City responding to **RFP No. 6848** for City of Waterbury Education Nursing Services; and

WHEREAS, the City selected PSA to perform nursing services regarding **RFP No. 6848** for Nursing Services; and as more specifically described in the Scope of Services attached hereto and made part of this Agreement as Schedule "A"; and

WHEREAS, the City desires to obtain PSA's services pursuant to the terms, conditions and provisions set forth in this agreement; and .

WHEREAS, PSA is willing to provide said nursing services as set forth herein

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. PSA shall provide nursing services, labor, equipment, materials, reports, plans, etc. necessary to complete services 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, services, materials, reports, plans, etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. PSA 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. PSA shall provide all nursing services as identified herein, and as more specifically set forth in the attached **Schedule "A"**, entitled Scope of Services, which is made a part of this Agreement as fully set forth herein. Nursing services shall be provided to the City, for students identified by the City, in accordance with the student's I.E.P. and medical instruction or plan as provided by the student's physician and agreed to by the parent, which is incorporated herein by reference. The Services are more specifically 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 PSA as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- 1.1.1 City of Waterbury City's Request for Proposal No. 6848, consisting of 26 pages (excluding sample contract) attached hereto;
- 1.1.2 PSA's response to City of Waterbury Request for Proposal No. 6848 consisting of 38 pages, attached hereto
- 1.1.3 City of Waterbury Addendum #1, consisting of 7 pages attached hereto;
- 1.1.4 any and all amendment(s) and Change Orders, issued by the City after execution of Contract (incorporated by reference)
- 1.1.5 Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate(incorporated by reference)
- 1.1.6 Certificates of Insurance (incorporated by reference)
- 1.1.7 All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference)

1.2. PSA shall insure that the same nurse is assigned to a particular student, whenever possible, to maintain a continuity of care. The assigned nurse shall be available and shall attend all Planning and Placement Team meetings if required by the City.

1.3. PSA shall insure that the assigned nurse provides the City with monthly reports of his or her attendance with the student, along with documentation of services rendered. PSA shall obtain, if required, authorization of the parent to provide documentation of services provided to the City. Nursing reports shall be reviewed in conjunction with the City of Waterbury voucher and to verify PSA's billing.

1.4. The Superintendent or his or her agent shall have the right to visit and observe the nursing services at any time.

1.5. PSA and its nursing staff shall immediately call 911, notify the student's parents and/or guardian, and the City's Director of Special Education in the event of an emergency or injury, concerning or involving the student(s) assigned to the nurse.

1.6. PSA shall provide complete and timely reports as requested by the City staff, and provide to the Director of Education, Medicaid documentation in a form and manner acceptable to the City and which is in compliance with the State of Connecticut Department of Social Services.

1.7. PSA shall obtain and provide the City with a copy of the RN or LPN license for each nurse assigned to provide services under this contract.

1.8. 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 PSA. 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:

- 1.8.1** This Contract
- 1.8.2** City of Waterbury City's Request for Proposal No. 6848
- 1.8.3** PSA's Response to City of Waterbury Request for Proposal No. 6848

2. PSA Representations Regarding Qualification and Accreditation. PSA represents that, to the extent required by law, its Licensed Practical Nurses, and Registered Nurses, ("assigned nursing staff"), employees to be provided under this contract are licensed to perform the scope of work set forth in this Contract. PSA further represents that its assigned nursing staff, employees to be provided under this contract 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. PSA 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 PSA 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. PSA hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that PSA and/or its assigned nursing staff and employees to be provided under this contract, be licensed, certified, registered, or otherwise qualified, PSA and its assigned nursing staff, providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, PSA shall provide to the City a copy of PSA's licenses, certifications, registrations, etc.

2.3. Criminal Background Check and DCF Registry Check

2.3.1 PSA represents and warrants that it and its assigned nursing staff to be provided under this contract who may be assigned to perform the Scope of 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; that each of PSA's employees have submitted to a state and national criminal history records check and that each records check has not revealed any violations or criminal activities; that PSA and employees have submitted to a Department of Children and Families (DCF) registry check and that there are no pending actions with DCF and are not listed on the student abuse and neglect registry. The City and the Waterbury Board of Education shall rely upon these representations.

3. Responsibilities of PSA. All data, information, etc. given by the City to PSA and/or created by PSA shall be treated by PSA, and its assigned nursing staff 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. PSA, its assigned nursing staff and employees agree 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, PSA, its assigned nursing staff and employees shall provide prior advance written notice to the City of the need for such disclosure. PSA, its assigned nursing staff and employees agree to properly implement the services required in the manner herein provided.

3.1. Use of City Property. To the extent PSA's, or its assigned nursing staff and employees are required to be on City property to render its services hereunder, PSA's, its assigned nursing staff and employees shall have access to such areas of City property as the City and PSA agree are necessary for the performance of PSA's services under this Contract (the "Site" or the "Premises") and at such times as the City and PSA may mutually agree. The assigned nursing staff and employees 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 PSA or its assigned nursing staff and employees is required to be on City property to render its services hereunder, PSA or its assigned nursing staff and employees shall be required to be in the school or on school grounds with the student during school hours.

3.3. Publicity. PSA 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.

3.4. Standard of Performance. The standard of care and skill for all services performed by, the assigned nursing staff and employees shall be that standard of care and skill ordinarily used by other members of PSA's profession practicing under the same or similar conditions at the same time and in the same locality. The assigned nursing staff and employees services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

3.5. PSA's Assigned Nursing Staff and Employees. PSA shall at all times enforce strict discipline and good order among its assigned nursing staff and employees, and

shall not contract with any unfit person or anyone not licensed or skilled in the work assigned.

3.6. Due Diligence Obligation. PSA 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. PSA 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, 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:

3.6.1 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 PSA to complete Due Diligence prior to submission of its proposal shall be borne by PSA. Furthermore PSA had the opportunity during the proposal process to ask questions it saw fit and to review the responses from the City;

3.6.2 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;

3.6.3 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.

3.6.4 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 PSA, or otherwise required, during the performance of its services, the sole responsibility for any modification, delay and cost of such changes shall reside with PSA.

3.6.5 it 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;

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

3.6.7 it 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.

3.7. Reporting Requirement. PSA shall deliver periodic, monthly, written reports, as provided for herein 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 RN or LPN, PSA and/or delivered by PSA during the time period covered by the report, (iv) any and all additional useful and/or relevant information. Each report shall be signed by each LPN or RN.

NOTE: PSA'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.

3.8. Confidentiality/FERPA

3.8.1 PSA shall, and shall ensure compliance by assigned nursing staff to, strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education, and the City of Waterbury regarding confidentiality of student records, files, PPTs, IEPs, etc. PSA shall further ensure that its employees, agents, or anyone performing work on their behalf under the terms of this Agreement shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education and those established by the City of Waterbury regarding confidentiality of student records, files, PPTs, IEPs, etc.

3.8.2 Any and all materials contained in a City of Waterbury student file that are entrusted to PSA or to assigned nursing staff during in the course of its services shall remain in the strictest confidence to prevent disclosure of the same. All information furnished by the City or gathered by PSA or nursing staff shall be used solely for the purposes of providing services under this Agreement.

3.8.3 PSA acknowledges, and shall ensure compliance by assigned nursing staff, that in the course of providing services under this Agreement, it may come into the possession of education records of City 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). PSA shall comply with the requirements of said statute and regulations, and agrees to use information obtained from the City or student education records only for the purposes provided in this Agreement. Without the prior written consent of the student's parent or guardian, as required by FERPA, PSA has no authority to make disclosures of any information from education records.

3.9. Student Data Privacy

3.9.1 PSA shall comply, and shall ensure compliance by assigned nursing staff, with all relevant provisions of Public Act No. 16-189 entitled An Act Concerning Student Data Privacy, as it applies to this contract, and agrees to take all actions

designed and required by applicable State, Federal, and local law to ensure the confidentiality of all student data.

3.9.2 PSA agrees, and shall ensure compliance by assigned nursing staff, that student records, student information, and student-generated content (herein after "student data") as defined by Connecticut P.A. 16-189 are not the property of, or under the control of PSA. Contractor agrees that it will not use student data for any purposes other than those specifically allowed under the terms of this Agreement.

3.9.3 PSA agrees, and shall ensure compliance by assigned nursing staff, that the City may at any time upon five (5) business days written notice request the deletion of student data in the possession of PSA.

3.9.4 PSA agrees that, and shall ensure compliance by assigned nursing staff, that students, their parents or legal guardians may review personally identifiable information contained in student information, student records, or student-generated content and correct erroneous information, if any, in such student record.

3.9.5 PSA agrees, and shall ensure compliance by assigned nursing staff, that it will not retain any student data or let said student data remain available to PSA upon completion of the services under this Agreement unless the parents, legal guardians, and/or the students have entered into an Agreement with PSA regarding the retention of the student's data in an electronic form or database.

3.10 Security Breach of Student Information and Data

3.10.1 Procedure for Notification Regarding Breach or Unauthorized Release of Student Information. PSA shall establish a procedure and provide a copy of said procedure to the City setting forth its policy for notification to the City and Parents when there has been a breach or unauthorized release of student information or records pursuant to Public Act No. 16-189.

4. Responsibilities of the City. Upon the City's receipt of PSA's written request, the City will provide PSA with all documents, data and other materials the City agrees are necessary and appropriate to the service to be performed by PSA 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 PSA for the purpose of carrying out the services under this Contract.

4.1. The City hereby agrees to provide, to the designated nursing staff such medical, psychological and educational evaluations, as are available to the City and agreed to by the parent, to enable the nurses to perform the services required under this Agreement. Contractor shall require and provide evaluative reports that may be required to keep the City duly informed concerning the medical needs of the students being provided services, to enable the City to make judgments concerning those needs. PSA shall

provide to the City all necessary medical reports or documentation that may relate to the student's educational needs to enable the City to provide for the Student's educational needs. Contractor and the City hereby agree that medical and psychological records shall not be open to public inspection or disclosed in any manner, in accordance with Section 10-209 of the Connecticut General Statutes and as further provided in this Agreement without the written permission of the parent or guardian.

4.2. PSA will insure that the assigned nurses will adhere to all applicable State and Federal Laws, and City of Waterbury Board of Education (Board) policies regarding medical care and medication policies, as well as the Standard of Care for the Nursing Profession. Contractor hereby acknowledges receipt of said policy and has familiarized itself with all aspects of said policy.

4.3. PSA shall provide all the training to the designated nurses to enable them to provide the medical care required to the assigned students. Said training shall be at PSA's sole expense.

5. Contract Time. The term of this contract shall commence on July 1, 2021 and shall terminate on June 30, 2024. ("Contract Time"):

5.1. Time is and shall be of the essence for this Contract. PSA further agrees that the services under this contract shall be provided regularly, diligently and uninterruptedly.

6. Compensation. The City shall compensate PSA 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 PSA shall not exceed **NINE HUNDRED TWENTY EIGHT THOUSAND AND EIGHT HUNDRED DOLLARS AND 00/100 (\$928,800.00)** for the entire three (3) year term. The fee payable for each year of the three (3) year contract shall not exceed **THREE HUNDRED AND NINE THOUSAND , SIX HUNDRED DOLLARS (\$309,600.00) FOR** and as set forth below and in accordance with Schedule A Scope of Services attached hereto and made part hereof;

6.1.1 Licensed Practical Nurse (LPN).....\$50.00 per hour

6.1.2 Registered Nurse (RN).....\$55.00 per hour

6.2. Limitation of Payment. Compensation payable to PSA 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 PSA'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 PSA 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 PSA in an amount equaling the sum or sums of money PSA and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding PSA's and/or its affiliate's real and personal tax obligations to the City.

6.3. Review of Work. PSA shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. PSA 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 PSA's demand for payment. The City shall not certify fees for payment to PSA until the City has determines that PSA has completed the work in accordance with the requirements of this Contract.

6.4. Proposal Costs. All costs of PSA in preparing its proposal for **RFP No. 6848** shall be solely borne by PSA and are not included in the compensation to be paid by the City to PSA under this Contract or any other Contract.

6.5. Payment for Services, Its Assigned Nursing Staff and Employees. PSA shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, reports, plans, etc. furnished to the City under this Contract. PSA shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, , reports, plans, , 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 service. Before final payment is made, PSA shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

7. This Section Left Intentionally Blank.

8. Indemnification.

8.1. PSA 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 PSA, 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 PSA's 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 PSA or any employee of PSA, 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 PSA or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

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

8.4. PSA expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by AAA, 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.

9. Consultant's Insurance.

9.1. PSA, its assigned nursing staff and employees shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by PSA and such insurance has been approved by the City. PSA 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, PSA 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 PSA's obligation under this Contract, whether such obligations are PSA'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 PSA:

9.4.1 **General Liability Insurance** coverage with limits of \$1,000,000 Per Occurrence/ \$2,000,000 General Aggregate; \$2,000,000.00 Products/Completed Operations Aggregate

9.4.2 **Worker's Compensation Insurance** in accordance with the State of Connecticut's Worker's Compensation Laws;
Employer's Liability (EL)
EL Each Accident \$500,000.00
EL Each Disease Each Employee \$500,000.00
EL Each Disease Policy Limit \$500,000.00

9.4.3 **Nurses' Professional Liability/Errors and Omissions** coverage for the acts and/or omissions of the professional, \$1,000,000 Each Claim/ \$1,000,000 Aggregate.

Professional Liability coverage will be needed if services include (1) Medical Professional or (2) Counseling Services from a social worker or licensed clinical social worker. Policy's written on a "Claims Made" basis must be 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 the claims for the policy in effect during the Agreement for two (2) years from the completion date.

9.4.4 **Excess/Umbrella Liability** \$3,000,000 Each Occurrence/ \$3,000,000 Aggregate

9.4.5 **Abuse/Molestation Liability Insurance:** \$1,000,000 Each Wrongful Act/ \$1,000,000 Aggregate.

9.5 Certificates of Insurance. PSA will provide to the City, Certificates of Insurance of all assigned nurses prior to the execution of this Agreement. Said policies shall be endorsed to add the City and the Board of Education as additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the addition insured shall be primary and non-contributory insurance and the coverage and limits provided under PSA'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. Certificate of Insurance shall evidence the aforementioned Comprehensive General Liability, Professional Liability, Worker's Compensation and Excess General Liability Insurance coverage and a 30-day notice of cancellation prior to the cancellation of any insurance. **The Certificates of Insurance must read: "The City of Waterbury and the Waterbury Board of Education are listed as additional insured on a primary and non-contributory basis on all policies except Nurses' Professional Liability and Workers Compensation. All Policies must also include a Waiver of Subrogation."**

Original, Completed Certificates of Insurance must be presented to the City prior to Issuance of this Agreement. Such certificate(s) shall be subject to certification by the City's Risk

Manager. PSA shall provide replacement and/or renewal certificates at least thirty (30) days prior to the expiration of the policy (ices). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of no less than thirty (30) days has been mailed to:

City of Waterbury
Attn: Education Dept.-Miguel Pabon
236 Grand Street
Waterbury, CT 06702

Upon request, PSA shall deliver to the City a copy of its insurance policies and endorsements and riders

9.6. Failure to Maintain Insurance. In the event PSA fails to maintain the minimum required coverage as set forth herein, the City may, at its option, purchase same, and invoice or offset PSA's invoices for the cost of said insurance, or the City and Board may terminate this Agreement immediately upon information of no insurance coverage.

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

9.8. Certificates of Insurance. PSA will provide to the City, Certificates of Insurance of all assigned nurses prior to the execution of this Agreement. Said policies shall be endorsed to add the City and the Board of Education as additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the addition insured shall be primary and non-contributory insurance and the coverage and limits provided under PSA'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. Certificate of Insurance shall evidence the aforementioned Comprehensive General Liability, Professional Liability, Worker's Compensation and Excess General Liability Insurance coverage and a 30-day notice of cancellation prior to the cancellation of any insurance. **The Certificates of Insurance must read: "The City of Waterbury and the Waterbury Board of Education are listed as additional insured on a primary and non-contributory basis on all policies except Nurses' Professional Liability and Workers Compensation. All Policies must also include a Waiver of Subrogation."**

Original, Completed Certificates of Insurance must be presented to the City prior to Issuance of this Agreement. Such certificate(s) shall be subject to certification by the City's Risk Manager. PSA shall provide replacement and/or renewal certificates at least thirty (30) days prior to the expiration of the policy (ices). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of no less than thirty (30) days has been mailed to:

City of Waterbury
Attn: Education Dept.-Miguel Pabon

236 Grand Street
Waterbury, CT 06702

Upon request, PSA shall deliver to the City a copy of its insurance policies and endorsements and riders.

9.9 Failure to Maintain Insurance. In the event PSA fails to maintain the minimum required coverage as set forth herein, the City may, at its option, purchase same, and invoice or offset PSA's invoices for the cost of said insurance, or the City and Board may terminate this Agreement immediately upon information of no insurance coverage.

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

10. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, PSA 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 PSA 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 PSA's work and services shall be secured in advance and paid by PSA. PSA 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 PSA for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. PSA remains liable, however, for any applicable tax obligations it incurs. Moreover, PSA represents that the proposal and pricing contained in this Contract do not include the amount payable for said taxes.

10.3. Labor and Wages. PSA 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 PSA 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 PSA 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, PSA 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, PSA 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. PSA 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 PSA, PSA shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if PSA 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 PSA 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 PSA under this Contract shall, at the option of the City, become the City's property, and PSA shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

13.1.2 Notwithstanding the above, PSA shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by PSA, and the City may withhold any payments to PSA for the purpose of setoff until such time as the exact amount of damages due the City from PSA 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 PSA. If this Contract is terminated by the City as provided herein, PSA 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 PSA covered by this Contract, less payments of compensation previously made.

13.3. Termination for Non-Appropriation or Lack of Funding. PSA 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. PSA 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 PSA.

13.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay PSA for the agreed to level of the products, services and functions to be provided by PSA under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) calendar days written notice to PSA, 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 PSA 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, PSA 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, PSA shall transfer all licenses to the City which PSA is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate PSA for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. PSA 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 PSA for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date and PSA 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). PSA 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 PSA may negotiate a mutually acceptable payment to PSA 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 PSA. PSA may, by written notice to the City, terminate this Contract if the City materially breaches, provided that PSA 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, PSA will be compensated by the City for work performed prior to such termination date and PSA 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) PSA 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 PSA 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 PSA's documents, reports, 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, reports, 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. PSA shall not, without the prior written approval of the City, subcontract, in whole or in part, any of PSA's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of PSA 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 PSA 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. PSA shall be as fully responsible to the City for the acts and omissions of PSA'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 PSA.

17. Assignability. PSA 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 PSA 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 PSA'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, PSA 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. PSA 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 PSA, by someone under the care and/or control of PSA, by any subcontractor of PSA, or by any shipper or delivery service. PSA 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, PSA 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. This Section Left Intentionally Blank.

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 PSA.

22. Independent Contractor Relationship. The relationship between the City and PSA, its assigned nursing staff, and employees, is that of client and independent contractor. No agent,

its assigned nursing staff and employee, or servant of PSA shall be deemed to be an employee, agent or servant of the City. PSA 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 PSA hereby agrees and covenants, that it and any and all third party(ies) , its assigned nursing staff ,employees and subcontractor(s) retained by PSA 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 PSA or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus PSA 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 PSA 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. This Section Left Intentionally Blank.

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and PSA 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. 6848** and **(ii)** PSA's proposal responding to the aforementioned **RFP No. 6848**.

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. PSA 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, PSA shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

28. Binding Agreement. The City and PSA 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 PSA, 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: Pediatric Services of America dba Aveanna Healthcare
999 Oronoque Lane
Stratford, CT 06614

City: City of Waterbury
Attn: Miguel Pabon
236 Grand Street, 2nd floor, Room, 250
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. PSA 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. PSA 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: <https://www.waterburyct.org/content/9569/9605/9613/15125.aspx> [click link titled "The City of Waterbury Code of Ordinances Revised 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. PSA 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. PSA 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 PSA 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.

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

WITNESSES:


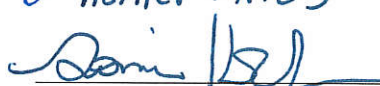
CITY OF WATERBURY

By: _____
Neil M. O'Leary, Mayor

Date: _____

WITNESSES:

**PEDIATRIC SERVICES OF AMERICA dba
AVEANNA HEALTHCARE**


Hunter Miles

Donnie Koch

By: 
Its James Elkington- SVP Revenue Cycle Management

Date: 6/1/2021

ATTACHMENT A

1. City of Waterbury City's Request for Proposal No. 6848, consisting of 18 pages (excluding contractor compliance packet and sample contract) attached hereto;
2. PSA's response to City of Waterbury City's Request for Proposal No. 6848 consisting of 38 pages, attached hereto
3. City of Waterbury Addendum #1, consisting of 7 pages attached hereto;
4. any and all amendment(s) and Change Orders, issued by the City after execution of Contract (incorporated by reference)
5. Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate
6. Certificates of Insurance
7. All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference)

SCHEDULE A
Scope of Services

HOURLY RATES
REGISTERED NURSE - \$55.00
LICENSED PRACTICAL NURSE - \$50.00

1. PSA shall provide all nursing services as identified in the Contract, and as more specifically set forth herein. Nursing services shall be provided to the City, for students identified by the City, in accordance with the student's I.E.P. and medical instruction or plan as provided by the student's physician and agreed to by the parent, which is incorporated herein by reference.
2. PSA shall insure that the same nurse is assigned to a particular student, whenever possible, to maintain a continuity of care. The assigned nurse shall be available and shall attend all Planning and Placement Team meetings if required by the City.
3. PSA shall insure that the assigned nurse provides the City with monthly reports of his or her attendance with the student, along with documentation of services rendered. PSA shall obtain, if required, authorization of the parent to provide documentation of services provided to the City. Nursing reports shall be reviewed in conjunction with the City of Waterbury voucher and to verify PSA's billing.
4. The Superintendent or his or her agent shall have the right to visit and observe the nursing services at any time.
5. PSA and nursing staff shall immediately call 911, notify the student's parents and/or guardian, and the City's Director of Special Education in the event of an emergency or injury, concerning or involving the student(s) assigned to the nurse.
6. PSA shall provide complete and timely reports as requested by the City staff, and provide to the Director of Education, Medicaid documentation in a form and manner acceptable to the City and which is in compliance with the State of Connecticut Department of Social Services.
7. PSA shall obtain and provide the City with a copy of the RN or LPN license for each nurse assigned to provide services under this contract.
8. PSA shall ensure that Nurses work 182 regular school days, up to 8 hours per day. PSA shall ensure that Nurses work 20 days of the extended school year ("Summer Session") up to 6 hours per day at the agreed upon hourly rates set forth herein.

REQUEST FOR PROPOSAL #6848

BY

THE CITY OF WATERBURY EDUCATION

Nursing Services

The City of Waterbury, Department of Education (hereinafter "City"), is seeking one or more vendors, proposers or contractors to provide:

Up to 12 registered, licensed and certified Nurses (RNs) or Licensed Practical Nurses (LPNs) who will provide individualized school based nursing services to students with disabilities ages 3-21 pursuant to the students' individual education plans (IEPs) and individual health care plans (IHCPs) or other medical/nursing instructions or plans provided by the students' health care providers, and other related work for a three-year period commencing on or about July 1, 2021 through June 30, 2024.

A. Background and Intent

The purpose of this request for proposal is to obtain hourly cost proposals for the three-year period above from reliable, licensed, experienced, professional proposers to provide nursing services and related services as needed by the Waterbury School District for students with disabilities at a competitive hourly rate in school as set forth by the student's individual education plan (IEP) and the student's individual health care plan (IHCP) or health provider. The City reserves the right to assign nurses to the students based on the student's needs and the needs of the Waterbury School District.

B. Qualifications

Eligible proposers will be those consultants, businesses, and institutions that have the following qualifications:

1. Experience and expertise in providing RNs or LPNs, for the types of or similar services as those outlined in the Scope of Services in this Request for Proposal to students with disabilities ages 3-21.
2. A proven track record in providing these types of or similar services for similar school districts upon request and in a timely fashion within budget to the school district's satisfaction. Please provide the names, addresses, contact persons and phone numbers for all of the school contracts the proposer has had over the last five (5) years. The City reserves the right to contact any of these school districts for a reference.
3. Insures staff compliance with federal and state laws and regulations, staff adherence to nursing practice standards and staff competence in providing the services outlined in the scope of services.

4. Evidence of sufficient staff of experienced, licensed and qualified RNs or LPNs to provide to the City upon request without delay to fill its immediate and changing needs.
5. The vendor's RNs and LPNs have experience in a school setting providing individualized nursing care to students with medical and hygiene needs in compliance with individual health care plans, instructions from health care providers and individual education plans.
6. The vendor and its RNs and LPN's have experience establishing effective communication systems with families to obtain prior notice of student absences or other changes in school attendance.
7. The proposer must submit a list of the proposed staff's level of training in the school setting and individual experience in the provision of nursing services to students with disabilities. The proposer will also provide retention/turnover rates of RNs and LPNs.
8. The Proposer will insure that assigned nurses are able to demonstrate proficiency of any skill or service required to serve the students to whom they are assigned. The proposer will provide the proof of proficiency to the City immediately upon request. The proposer will further insure that they will provide training to each nurse as is necessary to properly and safely serve the needs of the students to whom they are assigned.
9. The proposer will insure each nurse has training in cpr, administration of medications and use of the AED in addition to training required under federal or state law.
10. Each nurse provided must follow City and School District procedures, guidelines and other requirements as set forth by Waterbury School District representatives. The proposer must obtain prior satisfactory criminal background checks, Department of Children and Families Registry checks, fingerprinting and drug screening of each nursing candidate prior to placement.
11. Each nurse shall provide timely and complete reports including nursing notes to Waterbury staff and provide to the City Medicaid documentation in a form and manner acceptable to the City and which is in compliance with the State of Connecticut Department of Social Service regulations and other relevant laws.
12. The proposer will be responsible for the direct clinical supervision of the nurses provided to the City.
13. The proposer will invoice the City monthly and provide backup documentation with the invoice and other documentation as requested by the City. The proposer will be able to accurately track the nurses' start and end times and provide verification of hours billed.

C. Scope of Services

1. The proposer agrees to provide up to 12 nurses to provide school based individualized nursing services to students, ages 3-21, for the number of hours, days or portions thereof as the City may need during the school year and during the summer program if applicable. All hours billed must be for school based nursing services performed for the City during school hours,

- and on the bus if required to travel to school with the student, on days the school is in session and the student is in attendance.
2. Nursing services must be provided by CT licensed, certified and qualified RNs or LPNs without delay to fill the immediate and changing needs of the Waterbury School District. The proposer will insure that all nurses working in the Waterbury School District have had satisfactory criminal background checks, drugs tests and DCF registry checks as required under law and will provide the City proof upon request.
 3. The nurses will work under the supervision of the proposer who will designate at least one person within the proposer who will be assigned to the City and who will respond to any issues or concerns of the City. Each nurse will be assigned a student or students and other related responsibilities. They shall participate in planning and placement team meetings for individual students, write goals and objectives for the student's IEP, communicate with the student's health providers as necessary and provide other related services at the District's request.
 4. The City currently provides nursing services to approximately 10 students. The nurse may work with one or more students based upon the students' individual health care plans. Students are primarily located in Waterbury schools. If authorized by Waterbury staff, nursing services may be needed at out of district facilities or if the student is receiving homebound instruction. Work hours consist of the hours the student is in school and include the transportation time if the nurse is riding the bus with the student for up to 8 hours per day. The nurse must be on time for the bus departure with the student.
 5. Nursing services are needed for each school day following the school calendar of up to 181 days and for extended school year services for up to an additional 20 days in the summer. The nurse must provide their own transportation to the student's home or school. Parking is the responsibility of the nurse or the proposer.
 6. The proposer will supervise its nurses and monitor services provided and time billed by each and insure adherence to the terms of the contract. The proposer's nurses will maintain nursing notes and other records as required by the City and in compliance with all relevant federal, state, local and district laws, policies, procedures, regulations and ethical standards.
 7. Each nurse shall provide timely and complete reports as requested by Waterbury staff and provide to the District Medicaid documentation in a form and manner acceptable to the District which is in compliance with the State of Connecticut Department of Social Services regulations and other relevant law.
 8. The proposer will submit prompt bills for services rendered no later than 30 days after the services were provided with supporting documentation as requested by the District. The proposer will monitor the hours of service to insure compliance with the terms and amount of the contract and will note the hours used and remaining under the contract on each bill submitted to the District.

9. The proposer will immediately provide substitutes for staff who are absent and provide in-service professional development and relevant nursing materials to Waterbury staff and parents when requested by the District.

D. Agreement Period

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be July 1, 2021 – June 30, 2024.

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 eProcurement website and must be received **by 2:00 PM on February 12, 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 eProcurement website **by February 19, 2021**. 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) 574-6749.

F. Management

Any contract or purchase order resulting from this RFP will be managed by Waterbury Department of Education, Department of Special Education.

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 Professional Service Agreement in Attachment B.
15. The proposer agrees to meet all of the insurance requirements set forth in the standard agreement (see Attachment B) under Section 9, Consultant's insurance on pages 9 through 11.
16. 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

1. Option No. 1 – uploading electronic documents per below instructions no later than **10:30 AM on Monday, March 1, 2021** (no Proposals received after

that time shall be considered): Proposers must register online at the City of Waterbury's procurement portal ("ProcureWare website") in order to upload electronic documents and receive RFP notifications. You will not receive any notifications until your registration is complete with a valid e-mail address and selection of at least one category classification.

All notifications and RFP documents will be posted on the ProcureWare website. Please register now. You can access the City of Waterbury's procurement portal at: <https://waterburyct.procureware.com/register>

2. Option No. 2 - one original (clearly identified as such) and seven (7) 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 **10:30 AM on Monday, March 1, 2021**. (No Proposals received after that time shall be considered.)

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.

- 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. 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. Please describe the approach that would be generally followed in undertaking the Scope of Services in Section C above.
- 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 **single hourly rate for an RN and a single hourly rate for an LPN, for each year for three years**, for services performed in accordance with this RFP, inclusive of all personnel and non-

personnel expenses. This price should encompass the entire Scope of Services in this RFP. In addition, the proposal shall include an hourly rate for a RN and an LPN for accompanying the student on the bus or van without the need for services before or after the transportation. 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. Have you ever exceeded the amount of the contract you were awarded? If so, provide the details of what happened.
- h. 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 requirement 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 Proposal.

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

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.

LIMITED LIABILITY COMPANY RESOLUTION

I, _____, hereby certify that I am the duly authorized and acting Member / Manager (circle one) of _____, a limited liability company 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 LLC.

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

"It is hereby resolved that _____ 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 _____, LLC this _____ day of _____, 202_.

Manager/Member

.

CITY OF WATERBURY
DEPARTMENT OF FINANCE - RISK MANAGEMENT
Insurance Bid Specifications Review Request Form

Instructions: Please complete the below sections on this word document and email back to Don LoRusso at dlorusso@waterburyct.org. Save the word file under a contract reference name and tracking number used within your department and attach to email.

Requesting Department: Education

Requesting Department Contact: Elaine Skoronski

Detailed description of Work/Services to be Performed : individual nursing services for students with disabilities

Environmental Services Included – If yes, describe:

Medical Services Included – If yes, describe: Nursing services for students with disabilities

Hazardous Substances – If yes, describe:

Will Use of Subcontractors be Permitted?

Summarize any other Special Conditions:

Estimated Cost: 925,000 a year

Contract Term: 3 years

Summarize Insurance Coverage & Limits used for Previous Contract - If applicable:
See attached for recent nursing services contract insurance requirements

CITY OF WATERBURY
Insurance Bid Specifications Recommendation
RISK MANAGEMENT

Submitting Department: BOE
Contact Name: Elaine Skoronski
Project: Special Ed Nursing Service
Date: 12/7/20
Description of Work/Services: Special Ed Nursing Service
Contract Term:
Recommended Insurance Coverages and Limits:

Contractor shall agree to maintain in force at all times during the contract the following minimum coverage's. All policies shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's Rating of "A-" VIII. In addition, all Carriers are subject to approval by the City of Waterbury

General Liability: \$1,000,000 each Occurrence
\$2,000,000 General Aggregate
\$2,000,000 Products/ Completed Operations Aggregate

Auto Liability: \$1,000,000 Combined Single Limit each Accident
Any Auto, All Owned and Hired Autos

Workers Compensation: WC Statutory Limits
Employer Liability (EL)
\$500,000 EL each Accident
\$500,000 EL Disease each Employee
\$500,000 EL Disease Policy Limits

Excess/ Umbrella Liability: \$3,000,000 each Occurrence
\$3,000,000 Aggregate

Builder's Risk/Installation Floater Insurance: NA

Contractors Pollution Liability Insurance: NA

Professional Liability/E&O: \$1,000,000 each Wrongful Act
\$1,000,000 Aggregate

Other Insurance Required: Abuse/Molestation Liability Ins. \$1,000,000 each Occurrence
\$1,000,000 Aggregate
(Applicable to Contractors working directly with youth/Minors)

Wording for Additional Insured Endorsement and Waiver of Subrogation:

The City Waterbury and BOE 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 Professional Liability.

[Handwritten Signature]
12/7/20

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 _____, 2021.

Secretary

ATTACHMENT C

KEVIN MCCAFFERY
DIRECTOR OF PURCHASING
235 GRAND STREET
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
or Federal Identification Number

Signature of Individual or Corporate Name

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.

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

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 _____ 201__.

(Notary Public)
My Commission Expires: _____

**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: _____

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 201__)
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 201__)
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 201__)
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

☐

TABLE OF CONTENTS

I	Proposer Information
II	Experience, Expertise and Capabilities
III	Statement of Qualifications and Work Plan
IV	Cost Schedule
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VI	Exceptions and Alternatives
VII	Additional Data

I PROPOSER INFORMATION

- A. Firm Name: Pediatric Services of America, LLC dba Aveanna Healthcare
- B. Permanent main office address:
999 Oronoque Lane

- C. Date firm organized: August 30, 1984
- D. Legal Form of Ownership: We are a corporation. Incorporated in Georgia.
- E. Years providing services under present name: 37 years
- F. Names, Titles, Reporting relationships, background and experience of principal members of your organization, including officers:
- a. Nicole Hernandez, Administrator, Area Operations Director
Nicole Hernandez has worked at Aveanna Healthcare since July 2001. Nicole has worked in different aspects of location duties including, scheduling, recruiting, human resources, Location Director, Area Operations Director and Administrator. Nicole has been the Administrator and Area Operations Director for 2 years and oversees all operations of the three Connecticut locations. She is focused on recruiting and hiring the most qualified nurses who will provide the most safe and accurate care to the patient's Aveanna services. Nicole reports to Mark Bush, President of Business Operations
 - b. Kristina Rodriguez, Area Clinical Director
Kristina has worked for Aveanna Healthcare since November 2016. Kristina has worked as a Clinical Supervisor, a Clinical Director and now the Area Clinical Director. Kristina has been the Area Clinical Director for a year and a half and oversees all clinical operations of the three Connecticut offices. She is focused on training and developing the all clinical staff to provide the most safe and accurate care to the patient's Aveanna services. Kristina reports to Jill Peacock, President of Clinical Operations.
 - c. Tia Malick, RN – Supervisor of Clinical Services
Tia has worked at Aveanna Healthcare since July 2014. Tia functioned as a field staff nurse providing care to Aveanna patient's, and then became a Clinical Supervisor. Tia has been the Supervisor of Clinical Services for the Stratford office since October 2019 and is responsible to ensure all field staff are trained and armed with the necessary tools to provide the safest and most effective care to the patients. Tia reports to Kristina Rodriguez, Area Clinical Director

II Experience, Expertise and Capabilities

a. Philosophy Statement and Business Focus:

AVEANNA Healthcare's Mission is to change the way homecare is delivered on patient at a time.

Who we are, our core values:

- *COMPASSION
- *TEAM INTEGRITY
- *INCLUSION
- *ACCOUNTABILITY
- *TRUST
- *INNOVATION
- *COMPLAINCE
- *FUN

What we do, our Operating Principals the 5 C's:

- *Census Growth
- *Clinical Outcomes

- *Customer Satisfaction
- *Cost Control
- *Cash Collection

b. Summary of Relevant Experience:

Aveanna Healthcare currently hold 22 school contracts within the state of Connecticut, with 12 being out of the Stratford Branch. Each contract has been for AVEANNA to provide nursing services 1:1 in the school setting. All assignments are completed within the timeframe for each contract and renewed as necessary yearly. All assignments are completed within budget. Below are three school districts with contact information along the contract time frame and gross cost of the agreements.

*Please see attached report of a listing of all projects that the proposer has completed within the last three (3) years.

Below is the entity Aveanna Healthcare has contracts or purchase order agreements with an agency of the City of Waterbury.

Account Name	Acct: Account Type	Acct: Original Effective	Acct: Replacemen	Acct: Main Contact Name#1	Acct: Main Contract Title #1	Acct: Main Email Address #1	Acct: Main Phone#1
Ansonia School District (CT)	School contract	1/11/2011	7/1/2020	Tia Madigosky	Accounts Manager	tmadigosky@ansoniaschool.org	203-736-5095 X1001
Guilford Board of Education (CT)	School contract	11/6/2013	7/1/2020	Jason Sconziano	Director of Pupil Services	sconzianoj@guilfordschools.org	203-453-0128
Middletown Board of Education (CT)	School contract	7/10/2018	7/10/2020	Cassie Steinhilber	Program Budget Analyst	steinhilberc@mpsc.org	860-638-1437
Monroe Board of Education (CT)	School contract	7/1/2018	7/1/2020	Tracy Ballo	Administrative Assistant Student Support Services	TBallo@monroeps.org	203-452-2860 x2603
Naugatuck Board of Education (CT)	School contract	6/8/2017	7/1/2020	Nicole Reichardt	Director of Special Services	nicole.reichardt@naugatuck.k12.ct.us	203-720-5271
New Haven Public Schools (CT)	School contract	3/21/2016	8/24/2020	Amy Miller	Out Placement Coordinator	AMY.MILLER@new-haven.k12.ct.us	475-220-1760
Stamford Board of Education (CT)	School contract	4/15/2011	7/1/2020	Kathleen Quaglino	Assistant Director of Special Education	KQuaglino@stamfordct.gov	203-977-5621
Stratford Board of Education (CT)	School contract	9/8/2009	7/1/2020	Teresa Piazza		piazzat@stratk12.org	203-385-4225
Wallingford Board of Education (CT)	School contract	9/27/2010	7/1/2020	Tracey Butka	Secretary Pupil Personnel Services	tbutka@wallingfordschools.org	203-294-5948
Waterbury Public Schools (CT) RFP	School RFP	3/1/2018	12/1/2018	Elaine Skoronski, J.D.	Special Services Coordinator	eskoronski@waterbury.k12.ct.us	203-346-3518
West Haven Board of Education (CT)	School contract	12/16/2011	7/1/2020	Jill Grego RN BSN	Supervisor, School Health Services	Jill.Grego@whschools.org	203-937-4300 x7120
Wilton Public Schools	School contract	7/1/2020		Sharon DeAngelo	Assistant Director of Special Services	deangelos@wiltonps.org	203-762-3351 x4256

ANSONIA SCHOOL DISTRICT (CT)(C)	\$141,316.18
D*BETHANY SCHOOL DIST (CT)	\$7,745.85
NEW HAVEN PUBLIC SCHOOL (CT)	\$35,939.30
WATERBURY PUBLIC SCHOOLS (CT)	\$145,281.00
WILTON PUBLIC SCHOOLS (CT)	\$4,518.30

- i. Waterbury Board of Education
Elaine Skoronski, Grant Coordinator
203-346-3518
eskoronski@waterbury.k12.ct.us
RFP#6063

c. Personnel Listing

- i. Tia Malick, RN Clinical Director (Resume and job description attached)

- ii. Nicole Hernandez, Administrator, Area Operations Director (Resume and job description attached)
- iii. Kristina Rodriguez, RN, BSN Area Clinical Director (Resume and job description attached)

Objective: To obtain a position in nursing management that will enable me to continue to excel in my nursing career.

Education:

Drexel University- Bachelor's of Science Degree (B.S.N) in Nursing

Expected completion Fall 2021

Saint Vincent's College – Associates of Arts and Sciences (A.S.) in Nursing Graduated in May

2012 with an Associate's degree in Nursing. CT license #106021.

American Intercontinental University – Associates of Arts and Science (A.S.S.) in Business Administration

Graduated in July 2003 with an Associate's degree in Business Administration.

Gibbs College – Executive Assistant Certificate

Graduated in May 1999 with a Certificate as an Executive Assistant.

Certifications:

- 2013 PICC & Midline insertion and care.
- 2012 Peripheral IV insertion and care
- Heart Code BLS Instructor

Work Experience:

Clinical Director/Supervisor of Clinical Services

Aveanna Healthcare, Stratford, CT

October 2019-present

- Assign patients for day-to-day management to Nursing Supervisors.
- Maintain open lines of communication with families and physicians
- Evaluate new referrals for admission with recommendations for nursing care
- Monitors clinical status of all patients and ensures coordination of patient care
- Monitors patient care to ensure quality and appropriateness of services
- Monitor staffing patterns of all patients
- Ensure compliance with Nurse Practice Act
- Evaluate and supervises office staff and clinical staff.
- Ensure that the RN Supervisors are aware of any updated policies and procedures
- Support and assist in registry nurse hiring, orientation and education PRN
- Maintain awareness of third-party payer rules and regulations
- Assist and support marketing efforts
- Maintain awareness of monthly budget

- Maintain effective interdepartmental communication
- Performs and provides direct patient care as appropriate and needed
- Location clinical on-call as needed
- Perform on site supervisory visits to assess client, family, environment, and clinical care givers and complete follow-up documentation as needed
- OASIS submissions.

Clinical Care Manager

Aveanna Healthcare, Stratford, CT

September 2015- October 2019

- Management and supervision of patient care activities in the home care setting
- Work in conjunction with team members to ensure appropriate level of staffing and coordination of care.
- Educate field staff to ensure safe and competent care
- OASIS assessments
- Open new cases
- Meet and greets with potential new cases
- Home assessments
- Skilled nursing visits
- Orientation of new hires to the company

Registered Nurse Level 3, Per diem

PSA Healthcare, Stratford, CT

July 2014- September 2015

- Provide in home private duty nursing care for pediatric patients.
- As a level 3 RN, I cared for children who are trach and ventilator dependent.
- Experience in providing nursing services for children with chronic neurological and/or respiratory disorders.

Clinical Nurse Manager, Per Diem

PICC Resource Associates, LLC, Shelton, CT

June 2014- September 2015

- Handle clinically related inquiries using my knowledge as a licensed healthcare professional. The company offers classroom and online training/certifications to Healthcare professionals for phlebotomy, peripheral IV insertion & care and PICC/Midline insertion & care.
- Assist in training in the clinical labs.

Registered Nurse/Nursing Supervisor/Assistant Director of Nursing August 2012-December 2013 Apple Rehab-Hewitt Health & Rehab, Shelton, CT

- Nursing rehab services for CHF, COPD, Tracheotomy care, Central lines, Tube feeds, orthopedic rehabilitation, IV therapy.
- Respite and long-term care
- Wound care
- Nursing Supervisor: Responsible for all staff and resident issues as well as resolving any resident/family issues.
- Assistant Director of Nursing: Assisted the Director of Nursing in the planning, organizing and development of directing the daily operations of the Nursing Department in accordance with current Federal, State and local standards and regulations.

Aveanna Healthcare – Clinical Director

Position Overview

The Clinical Director (of Nursing) is responsible and accountable for the planning, organizing, directing and evaluating nursing services of nursing location (non-PDHC offices). The Clinical Director (CD) is responsible for the management of all operational services for their location of responsibility. Working within the federal, state, and regional regulations covering

home health the Clinical Director works innovatively to meet the needs of our exceptional patients while fulfilling the Aveanna's mission of future growth. Collaborating closely with the Area Clinical Director, the CD establishes and participates in program development and implementation. The location nursing team members report up through the CD who oversees hiring, discipline, training, and all nursing related items.

Essential Job Functions

- Assign patients for day-to-day management to nursing coordinators and/or RN supervisors/clinical managers
- Maintain open lines of communication with families and physicians
- Evaluate new referrals for admission with recommendations for nursing care
- Monitors clinical status of all patients and ensures coordination of patient care
- Monitors patient care to ensure quality and appropriateness of services e Monitor staffing patterns of all patients
- Ensure compliance with Nurse Practice Act
- Evaluate and supervise staff based on mutually agreed upon goals in job descriptions
- Participate, support and coordinate the development of the IOP Plan
- Ensure that the RN supervisors/clinical care managers are aware of any updated policies and procedures
- Support and assist in registry nurse hiring, orientation and education PRN
- Maintain awareness of third party payer rules and regulations
- Assist and support marketing efforts
- Maintain awareness of monthly budget
- Maintain effective interdepartmental communication .
- Performs and provides direct patient care as appropriate and needed
- Participates in location administrative and clinical call as needed
- Preform on site supervisory visits to assess client, family, environment, and clinical care givers and complete follow-up documentation as needed

Requirements

- Registered Nurse, Bachelor's Degree or equivalent experience
- ' Current Nursing License
- One year of management experience
 - Clinical or other work experience as per state and/or federal laws and regulations
 - CPR certified
 - Valid Driver's License and Acceptable MVR

Preferences

- Master's degree preferred
- One to two years pediatric/neonatal experience preferred

- One year of home care experience preferred
- CPR instructor certified preferred

Other Skills/Abilities

- Must be able to adhere to confidentiality standards and professional boundaries at all times
- Knowledge and understanding of compliance with adherence to regulations
- Ability to comfortably work with families with limited resources
- Quick-thinking and astute decision making skills
- Attention to detail
- Time Management
- Effective problem-solving and conflict resolution
- Good organization and communication skills
- Ability to remain calm and professional in stressful situations
- Strong commitment to clinical excellence
- Quick-thinking and astute decision making skills o Effective problem-solving and conflict resolution
- Excellent organization and communication skills
- Leadership skills
- Ability to train and supervise staff

Physical Requirements

- Must be able to speak, write, read and understand English
- Must be able to travel; company does not provide vehicles or transportation
- Occasional lifting, carrying, pushing and pulling of 25 pounds
- Must be able to lift 50 pounds
- Prolonged walking, standing, bending, kneeling, reaching, twisting
- Must be able to sit and climb stairs
- Must have visual and hearing acuity
- Must have strong sense of smell and touch
- Must be able to sufficiently reposition patients and move equipment without assistance
- Must be able to appropriately respond physically and mentally to emergency situations in the home or during transport
- Occasional rapid movement and physical agility in response to the spontaneity of children and those patients with neurological impairment

Environment

- Performs duties in an office environment during agency operating hours

- Must be able to function in a wide variety of environments which may involve exposure to allergens and other various conditions
- Possible exposure to blood, bodily fluids and infectious diseases

Other Duties

Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities and activities may change at any time with or without notice

NICOLE HERNANDEZ

North Haven, CT 06473
nicole.hernandez1978@gmail.com
203-206-6629

To obtain a Managerial/Operations position in a healthcare setting. Utilizing my experience at managing administrative and personnel matters in a 24/7 Home Health Care Agency with Pediatric and Adult clients.
Authorized to work in the US for any employer

WORK EXPERIENCE

Area Operations Director/Administrator

PSA Healthcare d.b.a Aveanna Healthcare - Stratford, CT
November 2018 to Present

- Responsible for creating, developing and maintaining effective and efficient operational processes and systems for all CT locations.
 - Create an environment focused on continuous improvement.
 - Partner with the Vice President of Operations to manage the operations to include all clinical, financial, growth, risk & compliance initiatives.
 - Assist with developing, attracting and retaining a high-performing workforce.
 - Identify process improvement opportunities.
 - Responsible and accountable for the financial management of the area, to include cash collections and accounts receivable management.
 - Collaborate with Location Directors to ensure continued branch growth by expanding new and existing client base.
 - Provide the most appropriate quality patient care by ensuring patient care goals and standards of care are met.
 - Tuned around declining locations that were 80% to budget who are now performing 96% to budget.
 - Promote teamwork to accomplish common objectives with measurable results; provides direction and constructive feedback.
 - Development and execution of three location budge's and annual business plan.
 - Ensures that all programs, policies, procedures and practices are in alignment with all local, state and federal guidelines.
 - Developed HHA/CNA business line.
 - Worked in partnership with Area Clinical Director to develop and implement clinical competencies and policies.
 - Work directly with DPH during audits and write plan of corrections that are accepted by DPH.
 - Work closely with Area/ and Regional leadership to implement COVID-19 policies to 300 field nurses and caregivers and 175 families.
-

Location Director

PSA Healthcare d.b.a Aveanna Healthcare - Stratford, CT
July 2013 to November 2018

- Created annual goals, objectives and budget and made recommendations to reduce costs.
 - Carefully selected, hired and retained qualified staff.
 - Administered, directed and coordinated the activities of the agency.
 - Cooperated with other health related agencies and organizations in community activities.
 - Ensured the accuracy of public information and materials.
 - Actively maintained up-to-date knowledge of applicable state and Federal laws and regulations.
 - Provided thorough supervision for day-to-day operations of facility in accordance with set policies and guidelines.
 - Regularly evaluated employee performance, provided feedback and assisted, coached and disciplined staff as needed.
 - Diligently monitored the QA (Quality Assurance) program to improve performance and maintain high standards of care.
- Reviewed P & L for location and made suggestions and implemented strategies to cut costs while continuing to provide quality care. *
- Established and maintained positive relationships with government regulators, families, other area health care providers, physicians and community at large.
 - Developed and managed budget and revenue expectations while actively seeking ways to eliminate or reduce expenses.
 - Reviewed and approved time cards for processing by payroll department.
 - Resolved patient complaints/concerns within 24-48 hours of initial complaint.
 - Obtain Medicaid and Commercial authorizations for services rendered.
-

Nurse Recruiter

PSA Healthcare DBA Aveanna Healthcare

August 2010 to July 2013

- Developed creative recruiting strategies that met anticipated staffing needs.
 - Communicated the duties, compensation, benefits and working conditions to all potential candidates.
 - Conducted reference and background checks on all job applicants.
 - Contacted all job applicants to inform them of their application status.
 - Researched and recommended new sources for candidate recruiting.
 - Built social networks to find qualified candidates.
 - Maintained an accurate candidate tracking system.
 - Identified staff vacancies and recruited, interviewed and selected applicants.
-

Administrative Office Coordinator

PSA Healthcare DBA Aveanna Healthcare - Stratford, CT

April 2007 to August 2010

- Answered employee questions during the entrance and exit interview processes. Worked on 401(k) administration, FMLA and workers' compensation claims and benefits.
 - Managed over personnel files according to policy and federal and state law and regulations.
 - Generated employee tracking reports each month. Managed communication regarding employee orientation and open enrollment for benefits.
 - Helped training and development staff with all aspects of training coordination. Completed payroll processing from start to finish for more than 150 employees. *
 - Entered authorizations and patient Plans of Care for all patients to ensure proper billing of services.
 - Worked with Corporate TPL team to obtain Letters of Medical Necessity and any other documents required to bill Medicaid or Commercial insurance.
-

Staffing Specialist

PSA Healthcare DBA Aveanna Healthcare - Fairfield, CT

July 2001 to April 2007

- Scheduled 100 - 150 nurses on patient schedules.
- Filled patient schedules with a 7% unstaffed rate.
- Reviewed nurse's time cards with 100% accuracy to ensure payroll is processed properly.
- Checked in nurse's notes to ensure accurate billing.
- Reported to the Director and Clinical Care Manager of patient or nurse complaints. *
- Reported to Director or Clinical Care Manager when employees exceeded absenteeism policy. Identified staff vacancies and notified the Recruiter.
- Empathetic with families with frustrations expressed regarding scheduling concerns.

Skills

- Staffing management ability
- Proven patience and self-discipline
- Conflict resolution
- Personal and professional integrity
- Government relations knowledge
- Relationship and team building
- Sound decision making
- Staff training and development
- Motivation techniques specialist
- Confident public speaker
- Cultural awareness and sensitivity
- Critical thinking proficiency
- Strong Problem Solver
- Organized and detail oriented

EDUCATION

Masters in Business

Ashford University

September 2020 to Present

Bachelors of Arts - Magna Cum Laude in Healthcare Administration

Ashford University

September 2011 to February 2014

SKILLS

- Financial Management
- Strategic Planning
- Employee Evaluation
- Training & Development
- Profit & Loss
- Process Improvement
- Operations Management

CERTIFICATIONS AND LICENSES

CPR Certified

November 2020
Proficient in BLS with AED CPR

ADDITIONAL INFORMATION

2014 - current
Connecticut Association for Healthcare at Home: Sits on the Government Relations Committee

2019 - curren
Connecticut Association for Healthcare at Home: Sits on Board of Directors as a Member at large.

Job Title:	Area Operations Director
Job Family Group:	Operations
Job Family:	Director > PDN

Position Overview

The Area Operations Director is responsible for the execution of Area's strategic plan for the operations of its assigned Aveanna locations. Manage assigned Area's day-to-day operating activities to include driving the growth of the business, nurse recruiting and retention, clinical and regulatory oversight, and delivery of care and customer satisfaction. This position is responsible for managing budgeted expenses and cash collections to deliver appropriate financial results. Assists the Vice President of Operations in carrying out Aveanna's Mission and Five C's Business Plan within the established Area of responsibility.

Essential Job Functions

- Responsible for creating, developing and maintaining effective and efficient operational processes and systems that are aligned with Company's business objectives.
- Create an environment focused on continuous improvement.
- Partner with the Vice President of Operations to manage the operations to include all clinical, financial, growth, risk & compliance initiatives.
- Contribute to creating a multi-year service and solution strategy.
- Present ongoing assessment of market trends and competitive landscape in support of the strategy; and provides oversight of service delivery execution.
- Assist with developing, attracting and retaining a high-performing workforce.
- Identify process improvement opportunities.
- Responsible and accountable for the financial management of the area, to include cash collections and accounts receivable management.
- Collaborate with Location Directors to ensure continued branch growth by expanding new and existing client base.
- Provide the most appropriate quality patient care by ensuring patient care goals and standards of care are met.
- Promotes teamwork to accomplish common objectives with measurable results; provides direction and constructive feedback.
- Assist with development and execution of location budget and annual business plan.
- Ensures that all programs, policies, procedures and practices are in alignment with all local, state and federal guidelines.

Requirements

- Bachelor's degree or equivalent
- Experience in pediatric or adult homecare services or similar multi-site healthcare services business preferred
- Professional health related credential or license within the state of practice.
- Five years of experience in proven leadership role, related health care management or home care management experience
- Receptive to frequent travel within assigned area. Strong computer skills and knowledge of basic software (Word, Excel, Outlook)

Preferences

Other Skills/Abilities

- Must be able to adhere to confidentiality standards and professional boundaries at all times
- Ability to comfortably work in homes of families with limited resources
- Quick-thinking and astute decision making skills
- Attention to detail
- Time Management
- Effective problem-solving and conflict resolution
- Excellent organization and communication skills
- Ability to remain calm and professional in stressful situations
- Strong commitment to clinical excellence
- Leadership skills
- Ability to train and supervise staff

Physical Requirements

- Must be able to speak, write, read and understand English
- Must be able to travel; company does not provide vehicles or transportation
- Occasional lifting, caring, pushing and pulling of up to 25 pounds
- Prolonged walking, standing, bending, kneeling, reaching, twisting
- Must be able to sit and climb stairs
- Must have visual and hearing acuity

Environment

- Performs duties in an office environment during agency operating hours
- Must be able to function in a wide variety of environments which may involve exposure to allergens and other various conditions

Other Duties

- Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities and activities may change at any time with or without notice.

Kristina Rodriguez, BSN, RN

17 Bonnie Brook Drive

Shelton CT 06484

203-727-1971

Ktina1007@gmail.com

Objective: To facilitate growth and development of a home care agency in the state of Connecticut through positive clinical based outcomes. To educate, guide, and support Clinical Directors, Clinical Care Managers, and all nursing staff in a home care setting in efforts to promote the best possible outcomes for pediatric and adult patients while remaining compliant with Federal, State, and company regulations.

Qualifications:

- Current State of Connecticut Registered Nurse License held since 06/2012.
- Extensive experience working in the general public as well as in an office setting.
- Interface well with others at all levels.
- Hardworking and caring with excellent interpersonal communication, customer service, and office support skills.
- Highly competent with Citrix, Windows XP, Microsoft Office, and Basic Internet Skills.
- Cardiopulmonary Resuscitation Certified. Expiration 10/2020.
- Knowledgeable and proficient with State of Connecticut homecare regulations.

Education:

- High School Diploma, Central High School, Bridgeport CT.
- St. Vincent's College, Bridgeport CT, Major in Nursing, Associate Degree in Science received in May 2012.
- Currently enrolled at Drexel University Online Bachelor's Degree in Nursing Program with expected graduation date of September 2020.
- Registered for Spring 2021 at Drexel University Online Master's Degree in Nursing Program with expected graduation in 2023.

Experience:**10/2019- Current** Area Clinical Director- CT, Aveanna Healthcare, Stratford CT

- Conducts day-to-day personnel management that includes all components of performance management.
- Enforces and demonstrates compliance with all State and Federal Regulations, Medicaid Regulations, and Aveanna Healthcare policy and procedure.
- Organizes & conducts Clinical leadership and staff meetings with all location Clinical Directors.
- Collaborate with Clinical Directors, and Corporate Recruiting staff in order to build Nursing teams at the branch level
- Provide guidance for all Clinical Directors and Clinical Supervisor Staff as needed
- Monitor caseloads per branch to remain compliant with State regulations.
- Mentor leadership staff regarding management strategies.
- Conducts routine audits, assesses for service failures and intervenes as necessary.
- Participate in community events.
- Achieve clinical and financial metrics provided by the executive team.
- Review weekly/monthly clinical performance reports to assure nursing expectations are being achieved and met.
- Formulates routine presentations to Regional Team and other staff regarding clinical topics and key performance indicators to include appropriate plans to address negative variances.

10/2018- 10/2019 Location Director, Aveanna Healthcare, Stratford CT

- Initiate appropriate actions on reports and recommendations provided by authorized inspection agencies.
- Staff development including orientation, in-service education and continuing education.
- Develop marketing/budget plan prior to each fiscal year.
- Take appropriate action to assure the location/agency complies with applicable laws and regulations.
- Monitor marketing plan and budget; includes results in quarterly report.
- Establish goals and monitor results of marketing based upon approved marketing plan.
- Maintain ongoing liaison with staff, regional management, corporate staff, and governing body as required.
- Meet with supervisors at routine intervals; participate in regional meetings as requested.
- Oversee acceptable turnaround on Plans of Care.
- Work or monitor the A/R aging report to attain A/R goals.
- Manage materials procurement and distribution as appropriate. Ensure company standard of inventory level is met or exceeded.
- Conduct physical inventory as required.
- Monitor and control the company assets at the branch location and the assets in the patient's home.

- Remain knowledgeable regarding Medicare, Medicaid and insurance regulations.
- Interview and hire competent staff as needed and approved by supervisor with emphasis on recruiting the best qualified candidates.
- Maintain and implement Company policy.
- Conduct in-services at routine intervals on clinical issues, products, service techniques, reimbursement procedures or other relevant topics based upon employee and organization needs.
- Assure evaluation of each employee annually and establish goals for the upcoming year. Monitor employee progress toward these goals, regularly.
- Monitor branch operational expenses to comply with established percentage to revenue.
- Participates in location administrative and clinical call as needed.
- Supervise and evaluate client satisfaction survey report on client served.
- Initiating and maintaining compliance with all Home Health Care Federal and State regulations.
- Supervision of Clinical Supervisors to ensure that Federal and State regulations are followed and upheld.
- Coordination of care services for multi-disciplinary team members and physicians.
- Initiation of plan of care and recertification processes.
- Lead orientation and competency assessment of clinical staff.

11/2015-10/2018 Clinical Care Manager, Aveanna Healthcare, Stratford CT

- Assume responsibility in coordinating care to assigned clients.
- Establishing a goal directed care plan from admission to discharge which includes a comprehensive ongoing assessment of clients' needs.
- Perform on site supervisory visits to assess client, family dynamic, environment, clinical care givers and complete follow-up documentation.
- Ensure availability and proper operation of necessary equipment and supplies related to patient care.
- Provide direct client care as needed.
- Promote and manage expectations and satisfaction with internal and external customers.
- Evaluate the quality and effectiveness of nurse practice and nursing services.
- Analyzing appropriate data and information to identify opportunities for collaboration with all stakeholders in order to improve services and patient outcomes.
- Provide nursing updates and obtain re-authorization for continued care.
- Provide ongoing supervision, orientation, training, education, and evaluation of clinical field staff.
- Identify professional practice standards within the organization and identify areas of strengths as well as areas for professional practice development.
- Contribute to nursing education and professional development of staff, students, and colleagues.
- Participate in employment decisions affecting nursing staff, including termination as appropriate.
- Maintain compliance in accordance with company policies and procedures, laws and regulations, and professional standards within the state of practice.
- Maintain a professional demeanor consistent with registered nurse standards of practice.
- Provide best practice in delivery of nursing care to the appropriate population and adhere to the standards of professional nursing practice.
- Base decisions and actions on ethical principles and foster a non-judgmental, non-discriminatory climate in which care is delivered in a manner sensitive to socio-cultural diversity.
- Participate in on-call for after hour's client care.

- Promote an environment of quality and safe client care through participation, development, and adherence to the QA plan and associated activities and metrics.

05/2014-11/2015 School Nurse, Trumbull Public Schools, Trumbull CT

- General health office visits.
- Ensuring that all immunizations and physicals are current and up to date.
- Yearly screenings as designated by town of Trumbull.
- Coordination of care to appropriate adjunct departments.
- General office responsibilities.
- Documentation of data regarding health care in office visits.
- Medication administration.

01/2015-06/2015 Traveling IV Insertion Nurse, Picc Resources LLC, Stratford CT

- Insertion of Peripheral Intravenous Catheter.
- IV site check to maintain patent IV catheter.
- Assisting with Picc Line placement.
- Port a Cath accessing and flushing per company protocol.
- Education with LPN and/or nursing staff regarding IV management and aseptic technique.

08/2012-11/2015 Critical Care Registered Nurse, Griffin Hospital, Derby CT

- Direct Patient Care.
- IV insertion, Central Line Maintenance.
- Phlebotomy.
- EKG monitoring.
- Swan Ganz monitoring.
- Monitoring of critically ill and unstable patients.
- Tracheostomy maintenance and care including but not limited to suctioning, site care, tie change and inner cannula changes and cleaning.
- Monitoring of ventilator dependent patients.
- Ventilator troubleshooting.
- Medication administration.
- Close collaboration with medical care team to ensure patient safety and maintain highest level of patient care.

06/2010- 08/2012 Float Multi-Skilled Technician, Griffin Hospital, Derby CT

- Basic Phlebotomy.
- Obtaining EKG's.
- Basic Patient care.
- Assisting the Registered Nurse with patient care.
- Obtaining and recording Vital signs.

Area Clinical Director

Job Description

Position Overview

The Area Clinical Director (ACD) is responsible for the management of all operational services for their region of responsibility. Working within the federal, state, and regional regulations covering home health/care the ACD works innovatively to meet the needs of our exceptional patients while fulfilling the Aveanna's mission of future growth. Collaborating closely with the Regional VP of Clinical Operations, the ACD establishes and participates in program development and implementation. The area nursing team members report up through the ACD who oversees hiring, discipline, training, and all nursing related items.

Essential Job Functions

- Communicates formally and informally (in person or phone) with Corporate Representatives (corporate level) and Clinical Directors (branch level) to discuss/implement clinical procedures and troubleshoot issues/concerns.
- Conducts day-to-day personnel management to include:
 - o All components of performance management
- Enforces and demonstrates compliance with all State and Federal Regulations, Medicaid Regulations, and Aveanna Healthcare policy and procedure.
- Organizes & conducts Clinical leadership and staff meetings.
- Collaborate with Clinical Directors (CD), and Corporate Recruiting staff in order to build Nursing teams at the branch level
- Provide guidance for all Clinical Directors and Clinical Supervisor Staff as needed
- Monitor caseloads per branch.
- Mentor leadership staff regarding management strategies.
- Routinely audits and assesses for service failures and intervenes as necessary.
- Participate in community events.
- Achieve clinical and metrics provided by the executive team
- Review weekly/monthly clinical performance reports to assure nursing expectations are being achieved and met.
- Routinely make presentations to Regional Team and other staff regarding clinical topics and key performance indicators to include appropriate plans to address negative variances.

Requirements

- Graduate of an accredited Diploma, Associate or Baccalaureate School of Nursing
- Current State licensure as a Registered Nurse
- Valid Driver's License and Acceptable MVR
- 3 year experience as a Registered Nurse within the last 5 years; in a clinical care setting preferred
- Current CPR accredited by American Heart Association and American Red Cross or any other accredited sources approved by Aveanna Healthcare
- Strong computer skills and knowledge of basic software (Word, Excel, Outlook)

Preferences

- Home health or home care experience preferred
- Management experience preferred

Other Skills/Abilities

- Must be able to adhere to confidentiality standards and professional boundaries at all times
- Ability to comfortably work in homes of families with limited resources
- Quick-thinking and astute decision making skills
- Attention to detail
- Time Management
- Effective problem-solving and conflict resolution
- Excellent organization and communication skills
- Ability to remain calm and professional in stressful situations
- Strong commitment to clinical excellence
- Leadership skills
- Ability to train and supervise staff

Physical Requirements

- Must be able to speak, write, read and understand English
- Must be able to travel; company does not provide vehicles or transportation
- Occasional lifting, caring, pushing and pulling of up to 25 pounds
- Prolonged walking, standing, bending, kneeling, reaching, twisting
- Must be able to sit and climb stairs
- Must have visual and hearing acuity

Environment

- Performs duties in an office environment during agency operating hours
- Must be able to function in a wide variety of environments which may involve exposure to allergens and other various conditions

Other Duties

- Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities and activities may change at any time with or without notice.

III Statement of Qualifications and Work Plan

a. Statement of Qualifications: Organizational and Staff Experience

Aveanna Healthcare has a history of rich patient satisfaction and quality care. Originating as a respiratory therapy company more than 30 years ago, we expanded our scope of services in 1989 to include pediatric care for medically fragile children. Today, Aveanna Healthcare is the leading provider of children's home health care and related services. Our services are available seven (7) days a week throughout the year and are delivered with an uncompromised focus on responsiveness to patient needs.

Clearly focused on delivering quality care to the patient and their family in the most cost effective manner, Aveanna Healthcare provides coordinated care across Pediatric Private Nursing, Pediatric Day Treatment Centers and provision of School Health services in numerous counties across the nation. We have been a forerunner in setting the standard for highly skilled pediatric nursing services, thus raising the level of clinical expertise in the pediatric community.

We provide multiple school districts with professionally licensed staff needed to assess students for Orientation and Mobility. All of Aveanna's current school contract nursing is on a 1:1 basis with a current Aveanna patient where nursing services are also provided in the home setting. In addition, we have a strong RN supervisory presence in all of our schools. We are proud of the collaborative relationships we have developed with the many school districts and public health department over the years.

Our long history of working with multiple school systems has allowed us the unique opportunity to both create and refine many of our protocols and processes. Our Best Practices/Evidence-based approach to ensure quality care stems from our ability to evaluate data from multiple school systems in order to evaluate current practice and models, making changes as appropriate to ensure the highest level of quality cost-effective care.

All Clinical staff caring for patients in the home or school setting are supervised/monitored closely by Registered Nurses in accordance with all home health regulations and state statutes.

To complement our school services provided, we have written protocols and guidelines for such areas as: diabetes, asthma, seizures, medication administration, first aid, catheterizations, tracheostomy care, ventilator care and use of emergency medications. We are confident in our ability to serve the school population based on our dedication and experience. In an ongoing effort to ensure deliverance of safe care and to fulfill Aveanna Healthcare's mission, all teammates are required to consistently deliver the highest quality care in response to the needs of our students, patients, their families and communities at large.

b. Work Plan: Task to be performed: Continuous Duty Nursing

Through our use of a family-centered care approach, we work closely with physicians, case managers, discharge planners, special education departments, and families to implement the best plan of care of

optimum clinical outcomes and cost containment. Our skilled nursing professionals are qualified to care for:

- Respiratory Conditions
- Cardio-pulmonary Conditions
- Genetic Conditions
- Neurological Conditions
- Nutritional Conditions

Complex, high-risk pediatric care is our specialty. For over 30 years, Aveanna Healthcare has been committed to the care of medically fragile children. We currently provide home care and school care to thousands of children across the United States.

The day-to-day operations and clinical oversight of this contract will be administered and supervised by Tia Malick, Supervisor of Clinical Services of the Aveanna Healthcare Stratford Branch. Mrs. Malick has been with Aveanna Healthcare in various roles at the Stratford Branch for the past 6 years. Her experience in pediatric homecare, combined with a professional and knowledgeable approach will provide you with the assurance that students needing nursing care will be managed at a superior level and that their needs will be fully met.

c. Services Expected of the City.

It is expected of the City to obtain physician orders and plans of care for the students all Aveanna Healthcare nurses will be caring for. It will also be expected of the City to alert the Agency of school cancellations due to school closings and student absences at least one hour before school is due in session. Furthermore, it is the expectation that the City communicate with the agency with any concerns with nursing care to Tia Malick, Supervisor of Clinical Services.

IV Cost Proposal

RN: \$55 per hour.

LPN: \$50 per hour

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

- a. No
- b. No
- c. No
- d. No
- e. No
- f. No
- g. No
- h. No

VI. Exceptions and Alternatives

Aveanna Healthcare has no exceptions or alternatives for this RFP.

VII Additional Data – requested documents attached:

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2021)
Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City

☐

Nursing Services

(Service or Commodity Covered by Contract)

December 1, 2018 to June 30, 2021

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

ATTACHMENT C

KEVIN MCCAFFERY
DIRECTOR OF PURCHASING
235 GRAND STREET
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.

58-1584862

Social Security Number
or Federal Identification Number

Pediatric Services of America, LLC d/b/a Aveanna Healthcare

Signature of Individual or Corporate Name



Corporate Officer James Elkington
(if applicable) SVP Revenue Cycle Management

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

Name Tia Malek- Location Director
By: Mail or email tia.malik@aveanna.com
(Title)
Business Address: Aveanna Healthcare- 999 Oronoque Lane, Stratford, CT 06614
(City, State, Zip Code)

Phone: 203-381-1530

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.



ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/9/2020

10/1/2021

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 Lockton Companies 3280 Peachtree Road NE, Suite #250 Atlanta GA 30305 (404) 460-3600	CONTACT NAME:	
	PHONE A/C No Ext :	A/C No .
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A .Cove s	
INSURED 1431931 Pediatric Services Of America, Inc. and Its Subsidiaries 400 Interstate North Parkway SE Suite 1600 Atlanta GA 30339	INSURER B . Safe National Casual Co oration	
	INSURER C :Hallmark Specialist Insurance Comany	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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/YY	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		Y	B0713GLOPR2002025	10 1 2020	10/1/2021	EACH OCCURRENCE	\$ 6 000 000	
	<input checked="" type="checkbox"/> CLAIMS-MADE						OCCUR	DAMAGE TO RENTED PREMISES Ea occurrence	\$ 300 000
	<input checked="" type="checkbox"/> Sexual Abuse \$3M/\$3M						MED EXP (Any one person)	\$ 5 000	
	<input checked="" type="checkbox"/> & Molestation						PERSONAL & ADV INJURY	\$ 6 000 000	
	<input checked="" type="checkbox"/> GEN'L						GENERAL AGGREGATE	\$ 6 000 000	
	<input checked="" type="checkbox"/> AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 6 000 000	
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC								
	OTHER:								
B	AUTOMOBILE LIABILITY		Y	CAF4057670	10/1/2020	10/1/2021	COMBINED SINGLE LIMIT Ea accident	\$ 1 000 000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$ XXXXXXXX	
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$ XXXXXXXX	
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE Per accident	\$ XXXXXXXX	
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY							\$ XXXXXXXX	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB		Y	77MFX2003AE	10/1/2020	10/1/2021	EACH OCCURRENCE	\$ 5 000 000	
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE	\$ 5 000 000	
	<input type="checkbox"/> DED						RETENTION \$	\$ XXXXXXXX	

COVERAGES

CERTIFICATE NUMBER:15155503

REVISION NUMBER: XXXXXXXX

15155503
City of Waterbury
Education Dept
Director, Special Education Department
236 Grand Street, 3rd Floor
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

VE

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ACORD 25 (2016/03)The ACORD name and logo are registered marks of ACORD
Attachment Code: 1)570249 Master ID: 1431931, Certificate ID: 15155503

B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<div><div><div>y</div></div><div>Y</div></div> <div>N</div> <div>N</div> <div>IA</div>		LDS4057671	10/1/2020	10/1/2021	X	PER STATUTE	OTH-	
							E.L. EACH ACCIDENT		\$ 1 000 000	
							E.L. DISEASE - EA EMPLOYEE		\$ 1 000 000	
							E.L. DISEASE - POLICY LIMIT		\$ 1 000 000	
A	Professional Liability	N	N	B0713GLOPR2002025	10/1/2020	10/1/2021	Per Claim -\$6M			
B	Excess Emp Indemnity			EE14063922(TX)	10/1/2020	10/1/2021	Policy Agg-\$6M Max Limit Per Emp-\$5M Poi Agg - \$20M			
DESCRIPTION OF OPERATIONS 1 LOCATIONS 1 VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED. Professional and General Liability are subject to a total policy Agg of \$6,000,000. Self Insured Retention of \$500,000 applies to General and Professional Liability. Limit for Damage to Rented Premises increased to \$1,000,000 if required by written contract. The City of Waterbury and the Waterbury Board of Education are included as additional insured as respect to General Liability, Auto Liability, Umbrella Liability as per written contract, subject to terms, conditions and exclusions of policy. Coverage is on a primary and non- contributory basis as required by written contract. Waiver of Subrogation applies in favor of Additional Insured as respects to General Liability, Auto Liability, Umbrella Liability, Workers Compensation, subject to terms, conditions and exclusions of the policy where applicable by state law.										

CERTIFICATE HOLDER

CANCELLATION See Attachment



City of Waterbury
236 Grand Street, 3rd Floor
Waterbury, CT 06702

To whom it may concern:

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to paperless delivery of Certificates of Insurance.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via the method listed below, referencing Certificate ID 15155503.

Email: SE-EDelivery@lockton.com

- - Please include the above Certificate ID number and "Email Address for E-Deliver" in the subject line.

In the event your mailing address has changed, will change in the future, or you no longer require this certificate, please let us know using the method above.

The above inbox is for automating electronic deliver of certificates only. Please do NOT send future certificate requests to this inbox.

Thank you for your cooperation and willingness in reducing our environmental footprint.

Lockton Companies

Lockton Companies
3280 Peachtree Road NE, Ste. 250
Atlanta, GA 30305

CITY OF WATERBURY
DEPARTMENT OF FINANCE - RISK MANAGEMENT
Insurance Bid Specifications Review Request Form

Instructions: Please complete the below sections on this word document and email back to Don LoRusso at dlorusso@waterburyct.org. Save the word file under a contract reference name and tracking number used within your department and attach to email.

Requesting Department: Education

Requesting Department Contact: Elaine Skoronski

Detailed description of Work/Services to be Performed : individual nursing services for students with disabilities

Environmental Services Included – If yes, describe:

Medical Services Included – If yes, describe: Nursing services for students with disabilities

Hazardous Substances – If yes, describe:

Will Use of Subcontractors be Permitted?

Summarize any other Special Conditions:

Estimated Cost: 925,000 a year

Contract Term: 3 years

Summarize Insurance Coverage & Limits used for Previous Contract - If applicable:
See attached for recent nursing services contract insurance requirements

CITY OF WATERBURY
Insurance Bid Specifications Recommendation
RISK MANAGEMENT

Submitting Department: BOE
Contact Name: Elaine Skoronski
Project: Special Ed Nursing Service
Date: 12/7/20
Description of Work/Services: Special Ed Nursing Service
Contract Term:
Recommended Insurance Coverages and Limits:

Contractor shall agree to maintain in force at all times during the contract the following minimum coverage's. All policies shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's Rating of "A-" VIII. In addition, all Carriers are subject to approval by the City of Waterbury

General Liability: \$1,000,000 each Occurrence
\$2,000,000 General Aggregate
\$2,000,000 Products/ Completed Operations Aggregate

Auto Liability: \$1,000,000 Combined Single Limit each Accident
Any Auto, All Owned and Hired Autos

Workers Compensation: WC Statutory Limits
Employer Liability (EL)
\$500,000 EL each Accident
\$500,000 EL Disease each Employee
\$500,000 EL Disease Policy Limits

Excess/ Umbrella Liability: \$3,000,000 each Occurrence
\$3,000,000 Aggregate

Builder's Risk/Installation Floater Insurance: NA

Contractors Pollution Liability Insurance: NA

Professional Liability/B&O: \$1,000,000 each Wrongful Act
\$1,000,000 Aggregate

Other Insurance Required: Abuse/Molestation Liability Ins. \$1,000,000 each Occurrence
\$1,000,000 Aggregate
(Applicable to Contractors working directly with youth/Minors)

Wording for Additional Insured Endorsement and Waiver of Subrogation:

The City Waterbury and BOE 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 Professional Liability.

[Signature]
12/7/20

**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:

Pediatric Services of America, LLC d/b/a Aveanna Healthcare
Attn: Managed Care
400 Interstate N. Parkway SE Suite 1600 Atlanta, GA 30339

Print Name and Title of Authorized Representative:

James Elkington, SVP Revenue Cycle Management

Signature of Authorized Representative:


Date: 2/15/21

**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 Georgia

SS.: TIN: 581- 584862

County of Cobb

James Elkington, being first duly
sworn, deposes and says that:

1. I am the owner, partner, officer, ~~representative~~, agent or
SVP Revenue Management of Pediatric Services of America LLC (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):

N/A 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.

N/A 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.

N/A 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

N/A 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		See attached list of officers		
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		None		
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 None		
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 No Individual Owners			
2 Pediatric Services of America LLC (DE)		N/A	100% Direct Ownership
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		
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 _____, 201__.

My Commission Expires: _____

(Notary Public)

For Corporation

Donnie Koch
Witness

Donnie Koch
Contract Specialist

[Signature]
Name of Corporate Signatory

Attn: Managed Care
400 Interstate N. Parkway SE Suite 1600 Atlanta, GA 30339

Address of Business

Affix
Corporate
Seal

By: James Elkington
Name of Authorized Corporate Officer

Its: SVP Revenue Cycle Management
Title

LIMITED LIABILITY COMPANY RESOLUTION

I, Rod Windley, hereby certify that I am the duly authorized and acting Member / Manager (circle one) of Pediatric Services of America, LLC dba Aveanna Healthcare, a limited liability company organized and existing under the laws of the State of Georgia, 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 28th day of December, 2020.

"It is hereby resolved that James Elkington 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 Pediatric Services of America, LLC dba Aveanna Healthcare, LLC this 15th day of February, 2021.


Manager/Member

KEVIN McCaffery
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

ADDENDUM #1

February 19, 2021

RFP #: 6848

Project Title: RFP Education Department Nursing Services

Please find questions and answers below.

1. Is there a current vendor on the contract

Yes, there are two vendors, AAA Nursing Care, LLC, 3303 Main St., Stratford, CT 06614 and Pediatric Services of America dba Aveanna Healthcare, 400 Interstate North Parkway, S.E., Suite 1600, Atlanta, GA 30339.

2. If there is a current vendor, will the new vendor be an addition or replacement?

Both contracts expire on 6/30/21. The new vendor(s) will be replacements.

3. What are the hourly bill rates?

For AAA Nursing. RN \$50.00 LPN \$45.000

For Pediatric Services of America dba Aveanna Healthcare. RN-\$55.00 LPN- \$50.00

4. Are your current vendors meeting your needs?

For the most part, yes.

5. When do you expect to award the contract?

On or before 6/30/21

6. How will vendors be notified of the award?

The purchasing department sends an award letter to the vendor

7. Do you anticipate awarding one or multiple vendors?

It depends on the proposals.

8. Will assigned nurses have access to therapy resources, materials and supplies?

The nurses have access to nursing supplies, materials, wifi and limited computer use.

9. Can pricing increase during the term of the contract?

Yes, each year the price can stay the same or go up.

10. Are there any renewals beyond the three year contract term?

It is not likely

11. Do you require resumes of potential contractors?

Yes

12. Do you reimburse for mileage for travel between schools?

It is not likely

13. Who is currently providing these services?

See above

14. How many nurses are providing these services now?

approximately 6

15. How many hours is the school day?

The school day is approximately 6.5 hours. Travel on the school bus may also be required for a total work day of up to 8 hours. Payment is made for work performed. Breaks are not billable.

16. Why is the District utilizing a solicitation for the services requested in this bid.

The District is following the City procurement ordinance.

17. Will there be a pre-proposal conference for interested vendors to attend?

No

18. Can the District please provide points and percentages for the evaluation criteria?

Please refer to the language of the RFP that the evaluation criteria is a guide and not necessarily all inclusive. The committee will determine the points and percentages.

19. How many client references does the district require?

The district does not require a particular number of references. It is up to the vendor.

20. Can the district please clarify if you would like the names, addresses, contact persons and phone numbers for all of the school contracts the proposer has had over the last five (5) years, or only those in ct.

It is up to the vendor what information it wants to provide the City.

21. Can the district please clarify the anticipated award date and anticipated start date?

The award will be shortly after the proposals are reviewed. The start date for the contract is 7/1/21.

22. Can the District confirm the number of FTE contract, vendor supplied RNs and LPNs to be needed for the start of the 21-22 school year?

Between 10-12 total.

23. How many vendors is the district currently using to fill these needs?

2 vendors

24. Is the district satisfied with its current vendors?

See answer above.

25. Can the district provide the incumbent information and current bill rates for contracts in place for similar services?

See answers above.

26. Can the district please describe the supplies and materials that contracted providers will have access to at the district?

See answers above.

27. Can the district please describe the supplies and materials that vendors will be expected to provide?

Vendor may have to provide laptops and or other electronic equipment to their staff and documents, forms and other paperwork for the job.

28. Approximately how much travel between schools is expected for these providers

Not much travel is expected.

29. In the event that school will be operating remotely, is it anticipated that this provider will continue to work in a remote capacity?

It depends on the needs of the students and the district needs.

30. Can the district please clarify if the daily nursing documentation required will be distributed from the district or something the awarded vendor will provide.

The parties can discuss and design mutually accepted nursing documentation and procedures.

31. Can the district please clarify expectation around the maintenance of the nursing notes and other records

The nurse will be required to maintain the student's records and complete nursing notes as is required by standard nursing practice. Notes relating to the student's care are confidential student records and are protected from disclosure. The vendor and the district will establish procedures and policies.

32. Can the district please confirm who will act as the on-site supervisor for each contracted provider?

The proposer must supervise its employees working within the school district.

33. Can the district please clarify the "direct clinical supervision" expectations of the vendor.

The proposer must supervise its own employees and provide clinical supervision of them as required.

34. Can the district confirm that you will provide updated medical orders for each student requiring 1 to 1 services?

The nurse reviews medical orders with student, his family and medical providers. The district may assist in obtaining student medical information.

35. In the event the vendor is unable to find a replacement nurse in the event of a call off, will the vendor face any penalties (monetary or otherwise?)

The vendor will be subject to a contract and should consult with its legal counsel.

36. Is the district willing to accept sample resumes which offer an idea of the type and quality of candidate you can expect, versus resumes of candidates confirmed for assignment.

The district prefers to see candidates resumes confirmed for assignment.

37. Is the districts documentation electronic? If so, what system is utilized,

The medical documentation is not electronic but the student's individual education plan is electronic through powerschool.

38. Are we able to negotiate language for tail coverage.

The proposer must accept the city's standard agreement language.

39. Please elaborate on what would fall under "sickness to". Is this in relation to COVID?

Contract language is reviewed with your legal counsel.

40. Does the SAM coverage need to be on its own policy or can it be included in general liability. Either one as long as it is specified on the certificate and approved by the City Risk Manager.

41. Are we able to negotiate additional insured, primary non-contributory coverage and waiver of subrogation requirements?

The proposer must accept the city's standard agreement language.

42. Are we able to negotiate language for limitation of payment

The proposer must accept the city's standard agreement language.

43. Are we able to negotiate language for indemnification?

The proposer must accept the city's standard agreement language.

44. Are we able to negotiate language for termination?

The proposer must accept the city's standard agreement language.

45. Why is the district utilizing a solicitation for the services requested in this bid?

Please see the Procurement Ordinance.

46. Can the district please clarify how needs for contractors will be disseminated to vendors post award.

The Purchasing department notifies the successful bidder. The special education department will guide the contract process.

47. When and how will vendors be notified when awarded contracts are announced

See answer above.

48. How many vendors will does the district expect to award a contract to for the services requested in this solicitation.

It depends on the proposals received

49. What is the expected amount of full time equivalents (FTE), vendor supplied, RNs and LPNs needed for this contract.

Up to 12 total FTEs.

50. Can the district please provide incumbent information and current bill rates for the contracts in place for similar services?

See above answers.

51. Can the district provide the total number of FTE vendor supplied RNs and LPNs for the 19-20 and 20-21 school years?

Approximately 10 FTEs or less.

52. Can the district please describe the supplies and materials that contracts will have access to at the district.

They will have WIFI, computer access, forms, office supplies, some access to i/pad/laptop and basic nursing supplies.

53. Can the district please clarify the maximum weekly allowable hours approved the contracted FTEs from supplied vendors.

The hours traveling to and from the school, if applicable, and the hours of school. It depends on the student, school and transportation. School hours are approximately 6.5 hours per day and transportation time for up to 8 hours per day.

54. What is the caseload size for these providers.

Usually the nurse is 1 to 1 with the student.

55. What travel between schools is expected for these providers

Very little travel between schools

56. How many different schools are these providers expected to travel to?

Providers are expected to travel to the school which their assigned student attends

57. If the bidder uses references for similar services that are out of state, will the vendor have points deducted under evaluation factors for this solicitation?

No

58. Will the 12 nursing positions be full time or part time positions?

The 12 positions will be full time equivalents (FTE)

59. What are the hourly pay rates for RN's and LPN's.

See answer above

60. If the nurse is just doing a bus run do you pay minimum number of hours?
I asked for a separate quote for a bus run.

Thank you.

Kevin McCaffery
Director of Purchasing – City of Waterbury



Waterbury Public Schools

236 Grand Street ♦ Waterbury, Connecticut 06702 ♦ (203) 574-8017 ♦ Fax (203) 346-3509

Miguel Pabon
Director of Pupil Services

June 24, 2021

The Honorable Board of Aldermen
City of Waterbury
City Hall
Waterbury, CT 06702

And

Honorable Commissioners
Waterbury Board of Education
236 Grand St.
Waterbury, CT 06702

Re: Approval of a Contract between City of Waterbury and
Naugatuck Valley Community College

Dear Honorable Members of the Board of Aldermen and Board of
Education:

I respectfully request that you approve a contract between the City of Waterbury and Naugatuck Valley Community College for the Waterbury Public School's use of a room on campus at no cost for a Transition Program, S.T.E.P 2 NVCC, for students with disabilities. This contract did not go out to bid. Under Section 38.029 of the Waterbury procurement rules, procurement related to special education under the Individuals with Disabilities Education Act, is exempt from bidding.

There is no cost associated with the contract which covers the 2021-2022 school year. The use of NVCC's room within the college campus enables the District to conduct a transition learning program for its older students with disabilities. Transition services are required to be given to older students under the IDEA and the contract helps the District to provide its students with a unique transition opportunity. The District is very satisfied with the



Waterbury Public Schools

236 Grand Street ♦ Waterbury, Connecticut 06702 ♦ (203) 574-8017 ♦ Fax (203) 346-3509

Miguel Pabon
Director of Pupil Services

collaboration provided by NVCC for the program and looks forward to providing the program again this year. A tax clearance is being obtained and will be submitted when received.

In conclusion, I respectfully request that the contract with NVCC for the Special Education Department's S.T.E.P. 2 NVCC program be approved. I appreciate your consideration in this important matter.

Sincerely,

Miguel Pabon

Enc. Contract with NVCC

CONNECTICUT COMMUNITY COLLEGES
COLLEGE FACILITY REQUEST / RESERVATION AGREEMENT
for use of college facilities by external and community organizations

Please direct all communications to:
Naugatuck Valley Community College
750 Chase Parkway
Waterbury, CT 06708
Ed Clancy, Associate Registrar (203) 575-8087
eclancy@nv.edu

COLLEGE / STATE CONTRACTING AGENCY	AGENCY NAME AND ADDRESS - Board of Trustees of Community-Technical Colleges	AGENCY NO.
	on behalf of Naugatuck Valley Community College, 750 Chase Parkway, Waterbury, CT 06708	CCC78000 / CCC7708

SECTION I. TO BE COMPLETED BY REQUESTING / SPONSORING ORGANIZATION:

(College relies on this information which therefore becomes part of any approved Agreement.)

SPONSORING ORGANIZATION	ORGANIZATION NAME:	City of Waterbury Department of Education	CONTACT PERSON:	Miguel Pabon
	ORGANIZATION ADDRESS:	236 Grand Street	BUSINESS PHONE:	203-574-8017
		Waterbury, CT 06702	EMAIL:	miguel.pabon@waterbury.k12.ct.us
	CO-SPONSOR (if applicable):		FAX:	n/a

EVENT INFORMATION / REQUEST FOR USE OF COLLEGE FACILITIES	TITLE and DESCRIPTION OF EVENT or ACTIVITY: S.T.E.P. 2 NVCC (formerly "Transitions") Program			
	SPACE(S) REQUESTED: Student Center, room S413		NUMBER EXPECTED TO ATTEND: 12-15 plus 2 staff	
	EVENT DATE(S) and TIME(S): Monday, August 23rd, through Thursday, June 30, 2022, 7:00AM to 3:00PM	WILL FOOD and BEVERAGE BE SERVED? <input type="checkbox"/> Yes* <input checked="" type="checkbox"/> No	FOOD <input type="checkbox"/> Yes* <input checked="" type="checkbox"/> No	
		DESCRIPTION OF FOOD / BEVERAGE: CATERING BY: Company Name Phone		
	*All food service must comply with Appendix A, H, 2 (Page 4)			
SPECIAL EQUIPMENT and SET UP REQUIREMENTS (to be included as part of base Rental Fee): AV Equipment (specify TV, VCR, DVD, projector (type), microphones (#), other): None Other Equipment (specify chairs (#), rectangular tables (#), round tables (#), podium, coat rack, other): None Special setup / instructions (ADA, floor plan, setup, etc.): None Once reservation is approved, SPONSORING ORGANIZATION must contact COLLEGE at least 10 days prior to Event to confirm equipment and set up needs.				
REQUESTOR NAME: Miguel Pabon	REQUESTOR TITLE / CAPACITY IN WHICH REQUEST MADE: Waterbury Director of Pupil Services	DATE REQUEST SUBMITTED: 5/25/2021		

FOR COLLEGE INTERNAL USE ONLY

SECTION II. TO BE COMPLETED BY AUTHORIZED COLLEGE OFFICIAL:

(Request for meeting space does not guarantee a reservation; no space can be reserved until Section II is completed and both parties have signed in Section III.)

FACILITY RESERVATION INFORMATION and OTHER SERVICES	COLLEGE AGREES TO RESERVE THE ROOM(S) and TIME(S) AS INDICATED BELOW FOR THE ORGANIZATION AND EVENT DESCRIBED IN SECTION I.																													
	Day(s) of Week:	Date(s):	Client setup time:	Start time:	End time:	Campus / Building / Room:																								
	Monday through Friday, following the Waterbury Public Schools calendar	Mon, Aug 23rd, 2021 thru Thursday, June 30th, 2022	N/A	9:00AM	3:00PM	Student Center, room S-413																								
COLLEGE AGREES TO PROVIDE NORMAL BUILDING MAINTENANCE, SECURITY AND UTILITY SERVICES and SPECIAL EQUIPMENT / SET-UP AS SPECIFIED IN SECTION I.																														
COLLEGE AGREES TO PROVIDE THE FOLLOWING ADDITIONAL SERVICES (check those which apply. An additional fee will be charged unless "included" is indicated.)			SPONSORING ORGANIZATION AGREES to the following Terms and Conditions:																											
<table border="0"> <thead> <tr> <th>Included</th> <th>Extra Cost</th> <th></th> </tr> </thead> <tbody> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>IT / media technical support</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Coordination services</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Catering (separate order form required)</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Parking</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Additional police, fire or event security</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Maintenance / custodial service</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Other (specify)</td> </tr> </tbody> </table>			Included	Extra Cost		<input type="checkbox"/>	<input type="checkbox"/>	IT / media technical support	<input type="checkbox"/>	<input type="checkbox"/>	Coordination services	<input type="checkbox"/>	<input type="checkbox"/>	Catering (separate order form required)	<input type="checkbox"/>	<input type="checkbox"/>	Parking	<input type="checkbox"/>	<input type="checkbox"/>	Additional police, fire or event security	<input type="checkbox"/>	<input type="checkbox"/>	Maintenance / custodial service	<input type="checkbox"/>	<input type="checkbox"/>	Other (specify)	<p>To obtain college pre-approval for any event promotion using College name or posting of signs or other information at College location.</p> <p>To remove all signs and event materials immediately upon event conclusion.</p> <p>To provide any ADA accommodations for event not related to College facilities.</p> <p>To abide by all applicable College rules and regulations.</p> <p>To carry sufficient public liability/property damage insurance so as to "save harmless" the State and College from any insurable cause whatsoever, and (if checked):</p> <p><input checked="" type="checkbox"/> To provide certificates of such insurance in the amount of \$1,000,000 by 8/1/2021</p> <p>To obtain all special permits and licenses required for event.</p> <p>To comply with all applicable laws, regulations and Executive Orders.</p> <p>This agreement shall be governed by the laws of the State of Connecticut.</p> <p>Any claims made against the State shall be in accordance with Chapter 53, C.G.S.</p>			
Included	Extra Cost																													
<input type="checkbox"/>	<input type="checkbox"/>	IT / media technical support																												
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<input type="checkbox"/>	<input type="checkbox"/>	Other (specify)																												
<p>Provide or attach any special instructions re checked items:</p> <p>See contract page 5, section 19 of contract for details.</p>																														
<p><small>Sponsoring Organization agrees to indemnify, defend and hold harmless the State, its agencies, its officers, and its employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the performance of this agreement in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault, willful misconduct or negligence of Sponsoring Organization or its employees, agents, event attendees or members.</small></p>																														

TERMS AND CONDITIONS	Terms and conditions of this Agreement are described more fully continuing on Page 3, Section IV.
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COST AND SCHEDULE OF PAYMENTS	SPONSORING ORGANIZATION AGREES TO PAY THE FOLLOWING (check those which apply):	
	<input type="checkbox"/> DAMAGE DEPOSIT OF (amount) \$ _____ DUE BY (date) _____ <div style="border: 1px solid black; padding: 2px; font-size: small;">SPONSORING ORGANIZATION is responsible for any damage to the COLLEGE facility resulting from the Event. COLLEGE will perform an inspection within 2 business days following Event and inform Sponsoring Organization of any damages; COLLEGE will apply deposit (if any) to cost of repairs and refund balance or invoice difference to Sponsoring Organization.</div>	
	<input type="checkbox"/> BASE RENTAL FEE OF (amount) \$ _____ <input checked="" type="checkbox"/> NO RENTAL FEE REQUIRED <input type="checkbox"/> FEES FOR OTHER ADDITIONAL SERVICES (specify amount(s) and due date(s)): _____ <p>Total contract (excluding damage deposit) is not to exceed \$0.00</p>	
CANCELLATION	Reservation may be cancelled with no penalty by giving the MINIMUM BUSINESS DAYS' WRITTEN NOTICE indicated =>	10 MINIMUM BUSINESS DAYS'
	SPONSORING ORGANIZATION will be charged as follows for reservations cancelled with less notice: N/A	WRITTEN CANCELLATION NOTICE
WEATHER: In case of inclement weather, COLLEGE class cancellations are broadcast over local radio and television stations. When classes are cancelled, or facility opening is delayed for weather-related or other reasons not under College control, all events scheduled during the same timeframe will likewise be cancelled with full refund.		

SECTION III. ACCEPTANCES AND APPROVALS

SPONSORING ORGANIZATION AUTHORIZED SIGNATURE	TYPE OR PRINT FULL NAME AND TITLE of person signing	DATE SIGNED
--	---	-------------

By signing, individual certifies he/she has authority to act on behalf of Sponsoring Organization and agrees, on its behalf, to the terms and conditions specified in this Agreement.

COLLEGE AUTHORIZED SIGNATURE / DATE	TYPE OR PRINT FULL NAME AND TITLE of person signing	DEAN OF ADMINISTRATION REVIEWED & DATE
<i>Lisa Dresdner</i> 6/8/21	Lisa Dresdner, Ph.D., CEO, NVCC	<i>Nathan Eer</i> 6/8/21

Section IV, Other Terms and Conditions, continues on Page 3

SECTION IV. - TERMS AND CONDITIONS

A. Non-Discrimination

- (a)(1) For the purposes of this Paragraph A, "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (i) who are active in the daily affairs of the enterprise, (ii) who have the power to direct the management and policies of the enterprise, and (iii) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. Sec. 32-9a; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements. (a)(2) For purposes of this Paragraph A, "Commission" means the Commission on Human Rights and Opportunities. (a)(3) For purposes of this Paragraph A, "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.
- (b)(1) The Sponsoring Organization agrees and warrants that in the performance of the contract such Sponsoring Organization will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such Sponsoring Organization that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Sponsoring Organization further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by the Sponsoring Organization that such disability prevents performance of the work involved. (b)(2) The Sponsoring Organization agrees, in all solicitations or advertisements for employees placed by or on behalf of the Sponsoring Organization, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (b)(3) The Sponsoring Organization agrees to provide each labor union or representative of workers with which the Sponsoring Organization has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Commission, advising the labor union or worker's representative of the Sponsoring Organization's regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. Sec. 46a-56, as amended by Section 5 of Public Act 89-253, Conn. Gen. Stat. Sec. 46a-68e and Conn. Gen. Stat. Sec. 46a-68f; (b)(4) The Sponsoring Organization agrees to comply with each provision of this Section and Conn. Gen. Stat. Secs. 46a-68e and 46a-68f and with each Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Sponsoring Organization as relate to the provisions of this Section and Conn. Gen. Stat. Sec. 46a-56. If the contract is a public works contract, the Sponsoring Organization agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.
- (c) Determination of the Sponsoring Organization's good faith efforts shall include, but shall not be limited to, the following factors: The Sponsoring Organization's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Sponsoring Organization shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Sponsoring Organization shall include the provisions of subsections (b)(1-5) of this Paragraph A in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Sponsoring Organization shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. Sec. 46a-56, as amended by Section 5 of Public Act 89-253; provided if such Sponsoring Organization becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Sponsoring Organization may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Sponsoring Organization agrees to comply with the regulations referred to in this Paragraph A as they exist on the date of this agreement and as they may be adopted or amended from time to time during the term of this agreement and any amendments thereto.
- (g) The Sponsoring Organization agrees to the following provisions: The Sponsoring Organization agrees and warrants that in the performance of the agreement such Sponsoring Organization will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and the employees are treated when employed without regard to their sexual orientation; the Sponsoring Organization agrees to provide each labor union or representative of workers with which such Sponsoring Organization has a collective bargaining Agreement or other contract or understanding and each vendor with which such Sponsoring Organization has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Sponsoring Organization's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; the Sponsoring Organization agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. Sec. 46a-56; the Sponsoring Organization agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Sponsoring Organization which relate to the provisions of this Section and Conn. Gen. Stat. Sec. 46a-56.
- (h) The Sponsoring Organization shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Sponsoring Organization shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. Sec. 46a-56; provided, if such Sponsoring Organization becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Sponsoring Organization may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and State may so enter.

B. Americans with Disabilities Act

This clause applies to those Sponsoring Organizations which are or will become responsible for compliance with the terms of the Americans with Disabilities Act of 1990 during the term of the contract. Sponsoring Organization represents that it is familiar with the terms of this Act and that it is in compliance with the law. Failure of the Sponsoring Organization to satisfy this standard either now or during the term of the contract as it may be amended will render the contract voidable at the option of the State upon notice to the Sponsoring Organization. Sponsoring Organization warrants that it will hold the State harmless from any liability which may be imposed upon the State as a result of any failure of the Sponsoring Organization to be in compliance with this Act.

C. Executive Orders

- (a) Executive Order No. 3: Nondiscrimination. This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this contract may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any State or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this agreement. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination until the agreement is completed or terminated prior to completion. The Sponsoring Organization agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.
- (b) Executive Order No. 17: Connecticut State Employment Service Listings. This contract is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be canceled, terminated or suspended by the Contracting Agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be party to this Agreement. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the Contracting Agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.
- (c) Executive Order No. 16: Violence in the Workplace Prevention Policy. This contract is subject to the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999 and, as such, the contract may be canceled, terminated or suspended by the State for violation of or noncompliance with said Executive Order No. Sixteen. The parties to this contract, as part of the consideration hereof, agree: (1) The Sponsoring Organization shall prohibit employees from bringing into the state work site, except as may be required as a condition of employment, any weapon or dangerous instrument as defined herein. (2) "Weapon" means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon. "Dangerous instrument" means any instrument, article, or substance that, under the circumstances, is capable of causing death or serious physical injury. (3) The Sponsoring Organization shall prohibit employees from attempting to use, or threaten to use, any such weapon or dangerous instrument in the state work site and employees shall be prohibited from causing, or threatening to cause, physical injury or death to any individual in the state work site. (4) The Sponsoring Organization shall adopt the above prohibitions as work rules, violations of which shall subject the employee to disciplinary action up to and including discharge. The Sponsoring Organization shall insure and require that all employees are aware of such work rules. (5) The Sponsoring Organization further agrees that any subcontract it enters into in the furtherance of work to be performed under this contract, shall contain provisions (1) through (4) of this section. (6) In addition, the parties to this contract agree that the provisions herein which apply to the state work site under Executive Order No. 16 shall also apply to the Client work site under this contract.
- (d) Executive Order No. 7B: Integrity in State Contracting. This contract is subject to the provisions of Executive Order No. 7B of Governor M. Jodi Rell, promulgated on November 16, 2005 and, as such, this contract may be canceled, terminated or suspended by the State for violation of or noncompliance with said Executive Order No. 7B. The parties to this contract, as part of the consideration hereof, agree: (1) The State Contracting Standards Board ("Board") may review this contract and recommend to the State Contracting Agency, termination of this contract for cause. The State Contracting Agency shall consider the recommendations and act as required or permitted in accordance with the contract and applicable law. The Board shall provide the results of its review, together with its recommendations, to the State Contracting Agency and any other affected party in accordance with the notice provisions in the contract no later than fifteen (15) days after the Board finalizes its recommendation. For the purpose of this sub-section, "for cause" means a violation of the State Ethics Code (Connecticut General Statutes Chapter 10), or wanton or reckless disregard of any state funds, the form of which may include but is not limited to grants, loans, loan guarantees, and participation interests in loans, equity investments and tax credit programs. Notwithstanding the foregoing, the Board shall not have any authority to recommend the termination of a contract for the sale or purchase of a fee simple interest in real estate following transfer of title. (3) Effective January 1, 2006, notwithstanding the contract value listed in Connecticut General Statutes (C.G.S.) sections 4-250 and 4-251, all procurements between state agencies and private entities with a value of \$50,000 (fifty thousand dollars) or more in a calendar or fiscal year shall comply with the gift affidavit requirements of said sections. Certification by agency officials or employees required by C.G.S. 4-252 shall not be affected by this section.

D. Laws and Regulations

(a) This contract, and any and all disputes arising out of or in connection therewith, shall in all respects be governed by the laws of the State of Connecticut. (b) Sponsoring Organization, its employees and representatives shall at all times comply with all applicable laws, ordinances, statutes, rules, regulations, and orders of governmental authorities, including those having jurisdiction over its registration and licensing to perform services under this contract.

(c) The Sponsoring Organization agrees that the sole and exclusive means for the presentation of any claims against the State, the Board of Trustees of Community-Technical Colleges, or the College, arising from this contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Sponsoring Organization further agrees not to initiate legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

E. Indemnification

Sponsoring Organization hereby agrees to indemnify, defend and hold harmless the State, its agencies, its officers, and its employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the performance of this contract, in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault, willful misconduct or negligence of Sponsoring Organization or its employees, agents or subSponsoring Organizations.

F. Insurance

The Sponsoring Organization agrees that while receiving or performing services specified in this contract that it shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the service(s) to be received or performed so as to "save harmless" the State of Connecticut from any insurable cause whatsoever. If requested, certificates of such insurance shall be provided to the contracting state agency.

G. Board of Trustees of Community-Technical Colleges Policy on Use of Community College Facilities

Notwithstanding any other provision of this agreement, Sponsoring Organization agrees to the provisions of the Board of Trustees' policy on use of community college facilities as reproduced in this Section G and any College policies and procedures not inconsistent herewith as outlined in Section H, College Rules and Regulations.

The policies enunciated herein derive from a conviction that the facilities of the community colleges should be generally available to the greater community. This conviction rests on two assumptions. The first holds that an institution of higher education should be an open forum for the exchange of ideas. The second relates to the community service function of the comprehensive community college, a key component of which is the use of college resources by responsible persons and groups within the region served by the college. This implies that the college should reach out into the community to encourage utilization of the resources of the college, including its physical facilities.

However, no organization whose primary purpose is other than academic or student-centered shall be domiciled or have permanent location at a college facility without the approval of the board of trustees. The board reserves the right to grant exceptions to the facilities use policy if it determines that an arrangement is consonant with the mission of the comprehensive community college.

Utilization of college facilities shall be afforded without regard to the race, color, religious creed, sex, age, national origin, ancestry, present or past history of mental disorder, marital status, mental retardation or physical disability, including but not limited to blindness, prior conviction of a crime, political beliefs, veteran status, or sexual preference of the applicant unless there is a bona fide qualification excluding persons in one of the above groups.

The following guidelines for the use of campus facilities are provided for the implementation of this policy. The responsibilities assigned to the president by these guidelines may be delegated.

1. Commercial endeavors, including solicitations, are discouraged. If the president determines that a commercial activity is beneficial to the educational function of the college, he or she may authorize such activity, provided that in so doing he or she ensures that the name of the college is not associated with the activity and that the college does not appear to have endorsed the endeavor.
2. The name of the college shall not be associated with any group which is not a bona fide college organization, except that the president may authorize the co-sponsorship of activities which are consonant with the philosophy of the comprehensive community college.

No organization may use the facilities of a college for the purpose of raising funds, except that the president may grant permission for such activities to bona fide charities, college foundations, and public service organizations.

When college facilities are utilized by an outside organization, the following requirements apply. The term outside organization includes any person, group or legal entity authorized to use the facilities of a community college whose authorization does not include sponsorship or cosponsorship by the college. Authority granted by a college to use the facility constitutes a license subject to the conditions stated below.

1. An outside organization is required to obtain public liability and property damage insurance in the amount of \$1,000,000 for combined single limit coverage. A certificate of public liability and property damage insurance on the college facilities which provides coverage and names the college as an additional insured for the total period the organization occupies the facilities must be submitted to the college at least one week prior to the commencement of the leasing period.
2. The outside organization must obtain all necessary state and local permits. Copies must be filed with the college at least one week prior to the event.
3. The outside organization shall be responsible for the collection and payment of required state admission tax.
4. The president shall establish a schedule of fees for the use of college facilities and equipment and the services of college personnel by an outside organization. The schedule of fees should meet only the additional costs incurred by the college and should not be structured to yield the college a profit. Outside organizations utilizing college security and custodial personnel shall be billed directly by the college for said services. Said personnel shall be compensated at their regular rate, including overtime and benefits. Necessary security and maintenance services shall be provided by college personnel, unless supplemental personnel such as state or local police are deemed necessary.
5. The outside organization shall meet all applicable state regulations as to legality and compliance with appropriate civil rights legislation. The civil rights compliance number or, in lieu thereof, assurance of compliance in writing shall be obtained. See Appendix A.
6. The outside organization may be required to make special arrangements with the college if the facility is to be used outside the normal operating hours of the college. An appropriate college employee must be present at all such times.
7. Any outside organization using college facilities shall be responsible for any damage to college property. The organization granted license shall indemnify and hold harmless the college, the board of trustees, and the state of Connecticut against any claim.
8. The use of college facilities by outside organizations must comply with all applicable general statutes, state regulations, and board of trustees and college policies.
9. It shall be the duty of the person or organization granted a permit to ascertain and abide by any and all rules and regulations pertaining to college property.
10. Consumption of alcoholic beverages shall be in compliance and consistent with the board of trustees system policy on drugs and alcohol in the community colleges.
11. No vendors shall be permitted in the building or on the premises, except by special permission of the college.
12. The college reserves the right to revoke or change the date of any permit granted in case of emergency or conflict with college programs.

The guidelines for utilization of facilities by outside organizations shall be reproduced as part of the application for use of the facilities. Said application must contain the schedule of fees established by the president and may contain college-promulgated requirements not inconsistent with these guidelines. The application shall also contain the nondiscrimination clauses contained in Appendix A.

APPENDIX A

The applicant agrees and warrants that no person shall be denied the benefits of or otherwise subjected to discrimination under any program or activity for which the applicant uses the facilities of the college because of race, color, religious creed, sex, age, national origin, ancestry, present or past history of mental disorder, marital status, mental retardation or physical disability, including, but not limited to, blindness, or prior conviction of a crime, political beliefs, veteran status, or sexual preference, unless there is a bona fide qualification excluding persons in one of the above protected groups.

[If the applicant has been assigned a civil rights compliance number, said number should be provided on the application.]

H. College Rules and Regulations

1. **EMERGENCIES:** In the event of an emergency, the on-campus Public Safety Department can be reached by picking up any of the emergency phones located at most elevators. You may also dial 8112 from an on-campus phone or (203) 575-8112 from an off-campus or cell phone. For non-emergency related calls, dial 8113 from an on-campus phone, or (203) 575-8113 from an off-campus phone.
2. **FOOD SERVICE:** The following food services are PROHIBITED:
 - a. Hot foods prepared at a residence and transported to the college;
 - b. Cut fruit that is not maintained at a temperature of 45 degrees
3. **CATERING:** Events requiring catering services can contact Epicurean Feast, the college's officially approved vendor, at 203-596-2122. For information on other local caterers, contact the Events Planning Office (COLLEGE).
4. **ALCOHOLIC BEVERAGES:** Serving or sale of alcoholic beverages is discouraged. Users wishing to serve or sell alcohol on campus must complete an application and submit a minimum of two weeks in advance of the requested date to the Provost and Dean of Administration and approved by the President. Request forms are available through the COLLEGE.

5. SIGNS: Posting of directional signs to events is not permitted without permission in advance by the college. If permission is granted, users will only be permitted to post on easels stands, requested in advance, or non-committed bulletin boards. Outdoor sandwich boards are also available through the COLLEGE on a reservation basis. Signs may not be posted directly on any of the permanent college signs. All signs must be removed by the sponsor immediately following the activity.
6. ACCESS TO FACILITIES: Users will have access to the assigned room during the hours indicated on the approved Facility Reservation Request. Set-up and breakdown must be done within the reserved time and must not impede use of the space by another group at a time that has not been reserved. Under no circumstances should a group utilize a facility that has not been assigned or approved in advance. Users must also coordinate any date ranges approved on Facility Reservation Requests with the current College Calendar, and make appropriate plans for any day(s) the College is scheduled to be CLOSED. The College Calendar can be found on the College website at <http://www.nv.edu/Academics/Academic-Calendar>. Emergency closures are posted on the College website and are broadcast through local media outlets.
7. PARKING: Attendees must park in student-designated spaces unless otherwise instructed by NVCC's Public Safety Office. Access to lots designated for faculty and staff parking are prohibited unless special permission has been received by the college in advance. Such approval must be reflected in the Letter of Agreement. If the event requires transportation by busses or vans, a specific drop-off location will be communicated to the customer in advance. The customer will need to provide the college with the following information: 1) number of busses 2) names of schools 3) cities/towns the busses will be arriving from.
8. SUPERVISION: The event's director or designee must be present whenever the reserved space is occupied. The event director is considered to be the contact person on the initial facility reservation request. A minimum supervision ratio of 1 adult to every 10 children must be maintained for all activities involving children under the age of 18.
9. FUNDRAISING: Fundraising and/or the selling of items for profit is prohibited.
10. EQUIPMENT: All user-owned equipment must be removed by designated end time. Permission to bring in equipment prior to scheduled reservation must be obtained in advance through the college. The college is not responsible for property brought to and/or left on campus. College owned equipment must remain in the designated facility.
11. SMOKING: NVCC maintains a smoke-free environment. Smoking is prohibited inside all college facilities, and is only permitted in designated areas outdoors.
12. INTERNET ACCESS: NVCC has wireless networking in all buildings except Founders Hall. Personal laptops, PDA's and cellular devices with wireless capability may access the network by obtaining an NVCC guest account through the office of Information Technology.
13. PROGRAM CONTENT: All programs must be presented as stated and described on the initial facility reservation request. Substantial deviation is not permitted and may lead to the cancellation of an event.
14. CONDITION OF FACILITIES: Customers must ensure facilities are returned to the same condition they were found upon arrival. Seating arrangement must be returned to the original position by the customer unless other arrangements have been made and are included in the Letter of Agreement. All boards must be fully erased.
15. FOOD AND/OR BEVERAGES are prohibited in classrooms unless special arrangements have been made in advance through the college.
16. SUPPLIES: Chalk, erasers, dry erase markers, easel pads, and other general items must be supplied by the customer/sponsor
17. Use of candles (or other open flamed items) and/or hazardous materials is strictly prohibited
18. Animals are prohibited on campus, excluding guide dogs and other service animals assisting individuals with disabilities. Contact the Registrar's Office for additional details.
19. OTHER: The purpose of this agreement is to detail the arrangements that have been made to meet the needs of the students in the S.T.E.P. 2 NVCC (formerly Waterbury Transitions) Program. Effective January 23, 2013, Naugatuck Valley Community College will provide a classroom for Waterbury Public Schools to house their High School Transitional Program. Naugatuck Valley Community College will host students in the Waterbury Transitional Program between the ages of 18-21-years-old who have been deemed appropriate to attend college courses and explore college life. Students will be allowed access to the college under the auspices of this program, and special arrangements will be made through the Dean of Student Services. The following was agreed to by all parties with the recognition that Mari Wilson, Special Education Teacher, and Sarah Gager, NVCC's Dean of Student Services, will be responsible for implementing this agreement throughout the school year.

A. NVCC Responsibilities

- 1) NVCC will provide classroom S413 effective from Monday, August 23rd, 2021 through Thursday, June ~~23~~ 2022 on a Monday-Friday schedule from 7:00AM to 3:00PM..
- 2) NVCC will offer the Accuplacer test to students so that they can be properly placed into available entry courses.
- 3) NVCC will provide guest passes for students to use the library and open computer labs.

B. Waterbury Public School Responsibilities

- 1) Waterbury Public Schools will provide internships for students in the Waterbury community.
- 2) Waterbury Public Schools will provide a laptop for its staff in the Transitional Program.
- 3) Students from Waterbury Public Schools will follow guidance pertaining to COVID-compliance (e.g., face coverings, social distancing).
- 4) Tutoring will be provided by the Special Education Teacher on campus.

Naugatuck Valley Community College's Dean of Student Services and Dean of Academic Affairs will coordinate classroom placement with the Special Education Teacher. Students may audit these courses at no cost if the faculty member agrees after discussion. If Waterbury Public Schools wishes that a student takes a course for credit, prerequisites must be satisfied. Tuition will be charged.



Waterbury Public Schools

236 Grand Street ♦ Waterbury, Connecticut 06702 ♦ (203) 574-8280 ♦ Fax (203) 574-8032

Doreen Biolo
Chief Financial Officer

To: Honorable Board of Education

From: Doreen Biolo, Chief Financial Officer

Date: June 24, 2021

Subject: Summer Day Camp Program at YMCA Camp Mataucha

The Department of Education respectfully requests your review and approval of this contract with the Greater Waterbury Young Men's Christian Association (YMCA) for a summer day camp program at Camp Mataucha in Watertown, CT.

The Department's Elementary and Secondary School Emergency Relief (ESSER) II Grant will be used to fund this program. The approved grant budget includes funding to partner with local community organizations to provide summer program opportunities for students. This contract, in the not to exceed amount of \$170,000, will fund camp registration fees for up to 200 students to attend two 2-week camp sessions this summer. Participation in this summer camp program will allow students to experience nature and the outdoors as well as play various sports and form new friendships. The YMCA will provide round-trip bus transportation for students. Please feel free to contact me with any questions.

Thank you.

AGREEMENT
between
The City of Waterbury, Connecticut
and
Greater Waterbury Young Men's Christian Association
for
Summer Day Camp Program at Camp Mataucha

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the **City of Waterbury** (the "City"), City Hall Building, 235 Grand Street, Waterbury, Connecticut (the "City") and **Greater Waterbury Young Men's Christian Association** ("Contractor," "Sub-Grantee," of "YMCA"), located at 136 West Main Street, Waterbury, CT, 06702, a duly registered State of Connecticut Corporation (jointly referred to as the "Parties" to this Agreement").

WHEREAS, the City of Waterbury's Public Schools/Waterbury School District ("the District") applied for, and was awarded, additional Elementary and Secondary School Emergency Relief federal funding as provided for under the Coronavirus Response and Relief Supplemental Appropriations ("CRRSA") Act, 2021, Pub. L. Np. 116-260 (December 27, 2020) (hereinafter "ESSER II" grant funding) to provide funding and relief to address the impact of COVID-19 on elementary and secondary schools and students; and

WHEREAS, the City and Waterbury School District ("the District") wishes to utilize said ESSER II Grant funding to provide summer learning and enlightenment opportunities for identified children in the City of Waterbury to attend summer camp at the YMCA Camp Mataucha Day Camp Program; and

WHEREAS, the City and the Greater Waterbury Young Men's Christian Association (also herein referred to as "YMCA") desire to enter this Agreement and provide up to 200 children ("Campers") the opportunity to attend the Summer Day Camp Program at YMCA's Camp Mataucha (the "Project");

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. The Sub-Grantee, shall furnish all of the labor, services, 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, incidentals, etc., shall comply with all provisions of the aforementioned ESSER II Grant funding, any and all applicable local, state and federal laws, statutes, ordinances and regulations, and with generally accepted professional standards, the policies of City of Waterbury Department of Education and the State Department of Education.

1.1 The Project consists of Services to be performed and provided for by the YMCA (may also be referred to as "Sub-Grantee") include cooperating with the City of

Waterbury to identify students who are underserved, come from income restrained families and/or have been particularly impacted by the COVID-19 pandemic that may benefit from the Program; YMCA shall provide bus transportation for the Campers participating in the Program from predetermined strategic locations in Waterbury to and from Camp Mataucha; YMCA will cover the cost of the registration and or overall Camp costs for the Summer Camp Program these students for up to 8-weeks between June 28, 2021 and August 22, 2021; YMCA will provide swimming, various camp programming and age appropriate activities for the students throughout each day, Monday through Friday between 8:30 a.m. and 3:30 p.m.. The Parties understand that the students in the Summer Day Camp Program are to provide their own lunch, sunscreen, snacks, water and wear weather appropriate clothing and that current complete health forms are required for each student with a physical examination performed within the last three years of the date they will be attending Camp. All services shall be provided as described herein and as detailed in the Scope of Services, and in accordance with all grant requirements, attached hereto as **Attachment A** and hereby made a material provision of this Agreement. Attachment A shall consists of the following, which are attached hereto, are acknowledged by the YMCA as having been received, or are otherwise hereby incorporated by reference, and all are made a part hereof:

- 1.1.1 Scope of Services, consisting of 1 page, attached hereto;
- 1.1.2 ESSER II Grant Award Notice, dated April 28, 2021, consisting of 1 page, attached hereto;
- 1.1.3 City's ESSER II Grant Application (select pages only) consisting of 12 pages, attached hereto;
- 1.1.4 Any and all amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated by reference;
- 1.1.5 YMCA's Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate, incorporated by reference;
- 1.1.6 Certificates of Insurance, incorporated by reference;
- 1.1.7 All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference; and
- 1.1.8 All licenses, 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 Sub-Grantee. 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 Agreement
- 1.2.2 Federal, State, and local laws, regulations, charter and ordinances
- 1.2.3 ESSER II Grant related documents & guidance

2. Sub-Grantee Representations Regarding Qualification, Accreditation and Licensing, etc. The Sub-Grantee represents that, to the extent required by law, it is licensed to perform the scope of work set forth in this Agreement and is, at a minimum, licensed by the State of Connecticut Office of Early Childhood and the American Camp Association. The Sub-grantee represents that all camp counselors are certified in First Aid and CPR, and that there is Registered Nurse on staff and present at all times during the camp sessions and a physician on call. The Sub-grantee further represents that an adequate number of certified lifeguards are present on the camp grounds to supervise all swimming and boating activities. The Sub-Grantee 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 Agreement, including any supplementary work and the City relies upon these.

2.1 Representations regarding Personnel. The Sub-Grantee represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. 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 Sub-Grantee 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 Sub-Grantee hereby represents that, to the extent required by federal, state and local statutes, regulations, codes, ordinances, and policies, that the Sub-Grantee and/or its employees be licensed, certified, registered, or otherwise qualified, the Sub-Grantee and all employees providing services under this Agreement, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Sub-Grantee shall provide to the City a copy of the Sub-Grantee's licenses, certifications, registrations, etc.

2.3 Criminal Background Check and DCF Registry Check. The Sub-Grantee shall ensure, and represents to the City, that each and every of Sub-Grantee's employees or any person affiliated with the Summer Day Camp program who will have direct contact with a student pursuant to 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 has stated, in writing, whether criminal charges were ever pending against such person. The Sub-Grantee shall further ensure, and represents to the City that any employees who are involved with the students in the Summer Day Camp program have 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 Sub-Grantee shall not permit any employee with a disqualifying criminal history to have direct contact with a student. The Sub-Grantee warrants and represents that it has conducted a records check and has found no such violation.

The provisions of this section regarding criminal background checks and DCF Registry Check may be amended from time to time to comport with any changes in applicable laws and regulations on this subject while this Agreement remains in effect.

3. Responsibilities of the Sub-Grantee. All data, information, etc. given by the City to the Sub-Grantee and/or created by the Sub-Grantee shall be treated by the Sub-Grantee 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 Agreement. The Sub-Grantee agrees to forever hold in confidence all files, records, documents and other information which may come into the Sub-Grantee's possession during the term of this Agreement, except where a disclosure is expressly stated as a requirement of this Agreement. Notwithstanding the foregoing, where a Sub-Grantee disclosure is required to comply with statute, regulation, or court order, the Sub-Grantee shall provide prior advance written notice to the City of the need for such disclosure. The Sub-Grantee agrees to properly implement the services required in the manner herein provided.

3.1 Confidentiality/FERPA. The Sub-Grantee shall strictly adhere to all state and federal statutes, laws, rules, policies, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education and State Department of Education, as well as any policies, ordinances, rules and regulations established by the City of Waterbury regarding confidentiality of student records, files, PPTs, IEPs, etc.

3.1.1 Any and all materials contained in each child's files as entrusted to the Sub-Grantee or gathered by the Sub-Grantee in the course of its services shall remain in the strictest confidence to prevent disclosure of the same. All information furnished by the City or gathered by the Sub-Grantee shall be used solely for the purposes of providing services under this Agreement. The City shall have full access to all Student files.

3.1.2 The Sub-Grantee acknowledges that in the course of providing services under this Agreement, it may come into the 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). The Sub-Grantee shall comply with the requirements of said statute and regulations, and agrees to use information obtained from the City or student education records only for the purposes provided in this Agreement. Without the prior written consent of the student's parent or guardian, as required by FERPA, the Sub-Grantee has no authority to make disclosures of any information from education records.

3.2 Sub-Grantee's Employees. The Sub-Grantee 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.

4. Contract Time. The Sub-Grantee shall provide Camp Services to the Waterbury children campers, as identified by the City and the YMCA to participate in the Program, commencing on June 28, 2021 and terminating on August 22, 2021, within available State and Federal Grant appropriations.

5. Compensation. The City shall compensate the Sub-Grantee for satisfactory provision of all of the goods and services set forth in this Agreement as identified in **Attachment A** as follows in this Section 5.

5.1.1 Fee Schedule. The fee payable to the Sub-Grantee shall not exceed **One Hundred Seventy Thousand Dollars (\$170,000.00)**, based on a maximum cost per camper session not to exceed \$455.00.

5.1.2 The Sub-grantee agrees that at any time during this Agreement, the number of students may be reduced and that as a result of said reduction, the compensation to the Sub-grantee shall be reduced accordingly.

5.2 Limitation of Payment. Compensation payable to the Sub-Grantee is limited to those fees set forth in Section 5.1 above. Such compensation shall be paid by the City upon review and approval of the Sub-Grantee's invoices for payment and review of the work, services, deliverables, etc. required in this Agreement and review as may be further required by the Charter and Ordinances of the City. Sub-Grantee's invoices shall describe the work, services, reports, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

5.2.1 The Sub-Grantee 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 Sub-Grantee in an amount equaling the sum or sums of money Sub-Grantee and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding the Sub-Grantee's and/or its affiliate's real and personal tax obligations to the City.

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

5.4 Payment for Services, Materials, Employees. The Sub-Grantee shall be fully and solely responsible for the suitability, and compliance with the Agreement, of all labor, services, etc. furnished to the City under this Agreement. The Sub-Grantee 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 Sub-Grantee shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

6. This Section Intentionally Left Blank.

7. Indemnification

7.1 The Sub-Grantee shall indemnify, defend, and hold harmless the City and its boards, the City's 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, deliverables, incidentals, caused in whole or in part by any willful or negligent act or omission of the Sub-Grantee, its employees, any subcontractor, 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.

7.2 In any and all claims against the City or any of its boards, agents, employees or officers by the Sub-Grantee or any employee of the Sub-Grantee, 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 7.1, 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 Sub-Grantee or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

7.3 The Sub-Grantee understands and agrees that any insurance required by this Agreement, or otherwise provided by the Sub-Grantee, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this Agreement.

8. This Section Intentionally Left Blank.

9. Sub-Grantee's Insurance. The Sub-Grantee shall not commence work under this Agreement until all insurance required under this Section 9 has been obtained by the Sub-Grantee and such insurance has been approved by the City. The Sub-Grantee 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.

9.1 At no additional cost to the City, the Sub-Grantee 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 Sub-Grantee's obligation under this Agreement, whether such obligations are the Sub-Grantee's or subcontractor or person or entity directly or indirectly employed by said Sub-Grantee or subcontractor, or by any person or entity for whose acts said Sub-Grantee or subcontractor may be liable.

9.2 The Sub-Grantee's General, Automobile and Excess Liability Insurance policies shall be endorsed to add the City as an additional insured. The insurance afforded the additional insured shall be primary insurance and the coverage and limits provided under the Sub-Grantee'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. 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 Agreement 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.

9.3 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 Sub-Grantee:

9.3.1 General Liability Insurance: 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.
General Liability Insurance: **\$1,000,000.00 per Occurrence / \$2,000,000.00 Aggregate.**

9.3.2 Automobile Liability Insurance: 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 owned or non-owned vehicle.
Automobile Liability Insurance: **\$1,000,000.00 Combined Single Limit (each accident)**

9.3.3 Workers' Compensation: Sub-Grantee shall comply with all State of Connecticut statutes as it relates to workers' compensation. 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**

9.3.4 Excess General Liability Insurance: Comprehensive general liability umbrella insurance coverage. Excess Liability Insurance: **\$5,000.00 each occurrence; \$5,000.00 aggregate.**

“

9.3.5 Professional Liability Insurance: Professional liability (also known as, errors and omissions) insurance providing coverage to the Sub-Grantee. Professional Liability Insurance: **\$1,000,000.00 limit.**

9.3.6 Sexual Abuse/Molestation Liability Insurance: Coverage to respond to any allegation made against the vendor and/or their employees or volunteers that involve abuse or molestation of third parties including sexual in nature. Sexual Abuse / Molestation Liability Insurance: **\$1,000,000.00 per Occurrence / \$2,000,000.00 Aggregate.**

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

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

9.6 Certificates of Insurance: At the time the Sub-Grantee executes this Agreement, it shall furnish to the City, subject to City approval, certificate(s) of insurance verifying the above coverages, including the naming of the City of Waterbury, as follows: **“The City of Waterbury and its Board of Education (if applicable) are listed as additional insured on a primary and non-contributory basis.” All policies must include a waiver of subrogation.** The Sub-Grantee must supply replacement/renewal certificates at least 30 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.

9.7 Upon request the Sub-Grantee shall deliver to the City a copy of the Sub-Grantee's insurance policies, endorsements, and riders.

10. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Agreement, the Sub-Grantee represents and warrants that, at all pertinent and relevant times to the Agreement, 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 Sub-Grantee 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); and the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974*, as amended. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

10.1 Permits, Laws, Taxes and Regulations. Permits and licenses necessary for the delivery and completion of the Sub-Grantee's work and services shall be secured in advance and paid by the Sub-Grantee. The Sub-Grantee 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 Sub-Grantee for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Sub-Grantee remains liable, however, for any applicable tax obligations it incurs. Moreover, the Sub-Grantee represents that the proposal and pricing contained in this Agreement do not include the amount payable for said taxes.

10.3 Labor and Wages. The Sub-Grantee 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 Sub-Grantee 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 Agreement.

11. Discriminatory Practices. In performing this Agreement, the Sub-Grantee 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 and 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 Agreement. 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 Agreement 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 Agreement, the Sub-Grantee shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, sexual orientation, gender identity and expression, national origin or citizenship status, age or handicap. The Sub-Grantee 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. Termination.

12.1 Termination of Agreement for Cause. If, through any cause, in part or in full, not the fault of the Sub-Grantee, the Sub-Grantee shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Sub-Grantee shall violate any of the covenants, Agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Sub-Grantee of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc. prepared by the Sub-Grantee under this Agreement shall, at the option of the City, become the City's property, and the Sub-Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

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

12.2 Termination for Convenience of the City. The City may terminate this Agreement at any time for the convenience of the City, by a notice in writing from the City to the Sub-Grantee. If this Agreement is terminated by the City as provided herein, the Sub-Grantee 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 Sub-Grantee covered by this Agreement, less payments of compensation previously made.

12.3 Termination for Non-Appropriation or Lack of Funding. The Sub-Grantee acknowledges that the City is a municipal corporation and that this Agreement is subject to the appropriation of funds by the City sufficient for this Agreement for each budget year in which this Agreement is in effect. The Sub-Grantee therefore agrees that the City shall have the right to terminate this Agreement in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this

Agreement is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law.

12.3.1 Effects of Non-Appropriation. If funds to enable the City to effect continued payment under this Agreement are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Agreement 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 Sub-Grantee.

12.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay the Sub-Grantee for the agreed to level of the products, services and functions to be provided by the Sub-Grantee under this Agreement are not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) business days written notice to the Sub-Grantee, 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 Agreement 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 Agreement.

12.3.3 No Payment for Lost Profits. In no event shall the City be obligated to pay or otherwise compensate the Sub-Grantee for any lost or expected future profits.

12.4 Rights upon Cancellation or Termination.

12.4.1 Termination for Cause. In the event the City terminates this Agreement, for cause, the Sub-Grantee 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 Sub-Grantee shall transfer all licenses to the City which the Sub-Grantee is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Sub-Grantee for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. The Sub-Grantee 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.

12.4.2 Termination for Lack of Funding or Convenience. In the event of termination by the City for lack of funding or convenience, the City shall pay the Sub-Grantee 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 Sub-Grantee 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 Sub-Grantee 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 Sub-Grantee may negotiate a mutually acceptable payment to the Sub-Grantee for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Agreement pertaining to Changes in the Work.

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

13. Force Majeure. Neither the Sub-Grantee 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 either Party's control, including without limitation:

- 13.1** Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions;
- 13.2** war, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest, riots, pandemics or epidemics;
- 13.3** acts of governmental authorities such as expropriation, condemnation, changes of law and order or regulations, proclamation, ordinance, or other governmental requirement;
- 13.4** strikes and labor disputes; and
- 13.5** 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 or services offered 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.

14. Subcontracting. The Sub-Grantee shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Sub-Grantee's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Sub-Grantee 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 Sub-Grantee from its requirement that all work and services provided or required hereunder shall comply with all federal, state and local, laws, regulations and ordinances.

14.1 The Sub-Grantee shall be as fully responsible to the City for the acts and omissions of the Sub-Grantee'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 Sub-Grantee.

15. Assignability. The Sub-Grantee shall not assign any interest in this Agreement, 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 Sub-Grantee from the City under this Agreement 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.

16. Audit. The Sub-Grantee shall comply with all Audit requirements as set forth in the herein and ESSER II Grant requirements and guidance. The City reserves the right to audit the Sub-Grantee's books of account in relation to this Agreement any time during the period of this Agreement or at any time during the twelve month period immediately following the termination of the Contract or termination of ESSER II funding, whichever is later. In the event the City elects to make such an audit, the Sub-Grantee shall immediately make available to the City all records pertaining to this Agreement, including, but not limited to, payroll records, bank statements and canceled checks.

17. This section intentionally left blank.

18. Entire Agreement. This Agreement 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 Agreement must be in writing and agreed to and executed by the City and the Sub-Grantee.

19. Independent Contractor Relationship. The relationship between the City and the Sub-Grantee is that of client and independent contractor. No agent, employee, or servant of the Sub-Grantee shall be deemed to be an employee, agent or servant of the City. The Sub-Grantee shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Agreement. It is the express intention of the parties hereto, and the Sub-Grantee hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Sub-Grantee 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 Sub-Grantee or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Sub-Grantee 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 Sub-Grantee shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

20. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement, 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 Agreement shall be enforced as if this Agreement 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 Agreement shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

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

22. Conflicts or Disputes. This Agreement represents the full and complete concurrence between the City and the Sub-Grantee and governs all disputes between them. This Agreement 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.

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

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

24. Binding Agreement. The City and the Sub-Grantee each bind themselves, and their successors, assigns and legal representatives and inure to the benefit of the parties hereto, to

the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

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

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

27. Notice. Except as otherwise specifically prohibited in this Agreement, whenever under this Agreement 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 Sub-Grantee, 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:

Sub-Grantee: Greater Waterbury Young Men's Christian Association
136 West Main Street
Waterbury, CT 06702
Attn: James O'Rourke

City: City of Waterbury
c/o Department of Education
236 Grand Street, 1st Floor
Waterbury, CT 06702

With a copy to : City of Waterbury
Office of the Corporation Counsel
235 Grand Street, 3rd Floor
Waterbury, CT 0672

28. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions. The Person/ Contractor/ Sub-Grantee (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:

28.1 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.

28.2 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.

28.3 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 Sub-Grantee or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

28.4 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.

28.5 Upon a showing that a subcontractor made a kickback to the City, a prime Sub-Grantee 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.

28.6 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 (vi), 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 (vi) 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.

28.7 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 (1) 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; (2) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (3) 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 (4) 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 (vii) shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances for a Person

28.8 The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections (28.1 – 28.7).

28.9 The Sub-Grantee 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.

28.10 The Sub-Grantee 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"]

28.11 The Sub-Grantee is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's "Ordinance Concerning the Hiring of Waterbury Residents" and the State of Connecticut Legislature's Special Act No. 01-1.

28.12 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.

28.13 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 Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement.

28.14 Prohibition against Contingency Fees. The Sub-Grantee 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.

28.15 Freedom of Information Act Notice. Pursuant to State statute, in the event the total compensation payable to the Sub-Grantee set forth in Section 5 herein is greater than \$2,500,000.00, the City is entitled to receive a copy of any and all Sub-Grantee 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.

(The next page is the signature page.)

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

WITNESSES:

CITY OF WATERBURY

Sign: _____
Print Name:

By: _____
Neil M. O’Leary, Mayor

Sign: _____
Print Name:

Date: _____

WITNESSES:

**WATERBURY YOUNG MEN’S CHRISTIAN
ASSOCIATION (“GREATER WATERBURY
YMCA”)**

Sign: _____
Print Name:

By: _____
Print Name:

Its: _____
(Title)

Sign: _____
Print Name:

Date: _____

ATTACHMENT A

- 1.** Scope of Services, consisting of 1 page, attached hereto;
- 2.** ESSER II Grant Award Notice, dated April 28, 2021, consisting of 1 page, attached hereto;
- 3.** City's ESSER II Grant Application (select pages only) consisting of 12 pages, attached hereto;
- 4.** Any and all amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated by reference;
- 5.** YMCA's Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate, incorporated by reference;
- 6.** Certificates of Insurance, incorporated by reference;
- 7.** All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference; and
- 8.** All licenses, incorporated by reference.

Scope of Services

June 21, 2021

1. Sub-Grantee shall provide bus transportation for all scholarship students from predetermined strategic location in Waterbury to and from Camp Mataucha.
2. Sub-Grantee shall determine up to 200 youths to distribute scholarship funding to attend the Summer Day Camp program at Camp Mataucha, 270 Smith Pond Road Watertown CT, for up to 8-weeks between the dates of June 28, 2021 and August 22, 2021.
3. Sub-Grantee shall provide service at a cost of a maximum of \$455.00 per camper session and not to exceed the total contract cost of \$170,000.
4. Sub-Grantee shall make the above determination based on residency in the city of Waterbury as assessed by the Chief Executive Officer and Camp Registrar.
5. Sub-grantee shall provide swimming, various camp programming, and age appropriate activities throughout each day, Monday through Friday 8:30am – 3:30pm.
6. Students are to provide their own lunch, sunscreen, snacks, water, and wear weather appropriate clothing.
7. Current complete health forms are required for each student with a physical examination performed within the last three years of camp attendance.

STATE OF CONNECTICUT

DEPARTMENT OF EDUCATION

GRANT AWARD NOTIFICATION

1 Grant Recipient

Waterbury School District

DUNS Number: 967798059

4 Award Information

Grant Type: FEDERAL

Statute: P.L. 116-260 THE CRRSA ACT

CFDA #:

SDE Project Code: SDE000000000002

Grant Number: 151-000 12060-29571-2021-82079-124137-SDE00006

2 Grant Title

ESSER II State Set-Aside

5 Award Period

1/5/2021 - 9/30/2023

3 Education Staff

Program Manager:

Marlene Padernacht (860) 713-6568

6 Authorized Funding

Grant Amount: \$1,742,892.00

Payment & Expenditure Inquiries:

Jeff Lindgren (860) 713-6624

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 March 13, 2020 and June 30, 2021 must be submitted at least 60 days prior to the expiration of the fiscal year but no later than May 1, 2021. 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, 2023. Budget revisions submitted after this date are accepted at the discretion of the ESSER II 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.

4/28/2021

Melissa Hickey - CSDE Management Approver

ESSER II Uses of Funds

Waterbury School District (151-000) Public School District - FY 2021 - ESSER II Funds - Rev 0 - ESSER II Funds

ESSER II Fact Sheet

Instructions:

LEAs may use funds for any activity authorized under the major federal grant categories including the Elementary and Secondary Education Act (ESSA), the Individuals with Disabilities Education Act (IDEA), the Adult Education and Family Literacy Act (AEFLA), the Carl D. Perkins Career and Technical Education Act (Perkins), or the McKinney-Vento Homeless Education Assistance Act.

The Uses of Funds for ESSER II include the same areas as the first ESSER grant with the addition of three new areas. The full description of each area as defined in by CSDE is indicated below.

LEAs will indicate Uses of Funds in the ESSER II Budget by selecting a budget tag for each budget detail from the *Uses of Funds* tag group drop down. The drop down list will have a shortened version of each use. Please refer to the descriptions below for the tag for each use of funds.

Uses of ESSER II Funds	Budget Detail Tag
Coordination of preparedness and response efforts of local educational agencies with State, local, Tribal, and territorial public health departments, and other relevant agencies, to improve coordinated responses among such entities to prevent, prepare for, and respond to coronavirus.	Coordination of preparedness and response

(NEW) Addressing learning loss among students, including low-income students, children with disabilities, English learners, racial and ethnic minorities, students experiencing homelessness, and children and youth in foster care, of the local educational agency, including by: (A) Administering and using high-quality assessments that are valid and reliable, to accurately assess students' academic progress and assist educators in meeting students' academic needs, including through differentiating instruction; (B) Implementing evidence-based activities to meet the comprehensive needs of students; (C) Providing information and assistance to parents and families on how they can effectively support students, including in a distance learning environment; (D) Tracking student attendance and improving student engagement in distance education; (E) Tracking student academic progress with evaluating and comparing to pre-pandemic grades and progress to identify students that experienced learning loss.	Addressing learning loss
Providing principals and others school leaders with the resources necessary to address the needs of their individual schools.	Providing principals/leaders with resources
Activities to address the unique needs of low-income children or students, children with disabilities, English learners, racial and ethnic minorities, students experiencing homelessness, and foster care youth, including how outreach and service delivery will meet the needs of each population.	Addressing unique needs of special pops
Developing and implementing procedures and systems to improve the preparedness and response efforts of local educational agencies.	Improving preparedness and response
Training and professional development for staff of the local educational agency on sanitation and minimizing the spread of infectious diseases.	Training to minimize disease spread
Purchasing supplies to sanitize and clean the facilities of a local educational agency, including buildings operated by such agency.	Supplies to sanitize and clean

Planning for, coordinating, and implementing activities during long-term closures, including providing meals to eligible students, providing technology for online learning to all students, providing guidance for carrying out requirements under the IDEA and ensuring other educational services can continue to be provided consistent with all Federal, State, and local requirements.	Long-term closure activities
Purchasing educational technology (including hardware, software, and connectivity) for students who are served by the local educational agency that aids in regular and substantive educational interaction between students and their classroom instructors, including low-income students and children with disabilities, which may include assistive technology or adaptive equipment.	Education technology
Providing mental health services and supports.	Mental health services
Planning and implementing activities related to summer learning and supplemental afterschool programs, including providing classroom instruction or online learning during the summer months and addressing the needs of low-income students, children with disabilities, English learners, migrant students, students experiencing homelessness, and children in foster care.	Summer learning
(NEW) School facility repairs and improvements to enable operation of schools to reduce risk of virus transmission and exposure to environmental health hazards, and to support student health needs.	Facility repairs/improvement to minimize disease spread
(NEW) Inspection, testing, maintenance, repair, replacement, and upgrade projects to improve the indoor air quality in school facilities, including mechanical and non-mechanical heating, ventilation, and air conditioning systems; filtering, purification and other air cleaning; fans, control systems, and window and door repair and replacement.	Improve air quality
Other activities that are necessary to maintain the operation of and continuity of services in local educational agencies and continuing to employ existing staff of the local educational agency.	Other ESSER eligible activities
Administrative Costs - necessary and reasonable	Administrative

Indirect cost as indicated by use of budget details for Object Code 917 - Indirect Cost.

Indirect Cost

Quantity: 1.00

Cost: \$1,650,000.00

Line Item Total: \$1,650,000.00

Object: 100 - Personal Services > Salaries

Purpose: 01 - Public School Activities

ESSER II
Priority: Other

Uses of
Funds: Summer learning

LEA / School: Waterbury School District (151-000)

Quantity: 1.00

Cost: \$850,000.00

Line Item
Total: \$850,000.00

Object: 100 - Personal Services > Salaries

Purpose: 01 - Public School Activities

ESSER II
Priority: 1: Academic Supports, Learning Loss...

Uses of
Funds: Addressing unique needs of special ...

LEA / School: Waterbury School District (151-000)

Summer School/camp for the summer of 2021. This will include partnership with local business and community agencies.

UConn Partnership for 25 Substitute teachers to be mentored for student teaching in the shortage areas for FY22 and FY23.

25 Subs @ \$100/ day for 130 days.

Budget Detail

Waterbury School District (151-000) Public School District - FY 2021 - ESSER II Funds - Rev 0 - ESSER II Funds

500 - Other Purchased Services - \$1,606,952.00 ▼

Budget Detail	Narrative Description
Object: 500 - Other Purchased Services Purpose: 01 - Public School Activities ESSER II Priority: 1: Academic Supports, Learning Loss... Uses of Funds: Summer learning LEA / School: Waterbury School District (151-000) Quantity: 1.00 Cost: \$1,184,739.00 Line Item Total: \$1,184,739.00	Summer School Transportation/ Resources and Partnership for FY22 and FY23 Transportation expenses for K -12 students for the summer of 2022 and summer of 2023. Funding partnership with local businesses and community agencies.
Object: 500 - Other Purchased Services Purpose: 01 - Public School Activities ESSER II Priority: 3: School Safety and Social-Emotion... Uses of Funds: Addressing unique needs of special ... LEA / School: Waterbury School District (151-000)	SEL Curriculum Curriculum instruction in SEL to provide students with the greater motivation to learn, deeper commitment to school. increase time devoted to school work and better classroom behavior.

ESSER II Funds Assurances

Waterbury School District (151-000) Public School District - FY 2021 - ESSER II Funds - Rev 0 - Assurances

☒ * To the best of my knowledge and belief, all the information and data in this agreement are true and correct. I further certify the following:

1. I acknowledge and agree that the failure to comply with all Assurances and Certifications in this application, all relevant provisions and requirements of the CRRSA Act, 2021, Pub. L. 116-260 (December 27, 2020), or any other applicable law or regulation may result in liability under the False Claims Act, 31 U.S.C. § 3729, et seq.; OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 CFR part 180, as adopted and amended as regulations of the Department in 2 CFR part 3485; and 18 USC § 1001, as appropriate.
2. All ESSER funds will be used for activities allowable under Section 313 of the CRRSA Act, 2021. No funds shall be used: to subsidize or offset executive salaries and benefits of individuals who are not employees of our district; for expenditures related to state or local teacher or faculty unions or associations.
3. Our district shall provide reports as may be required by the CSDE which could include but are not limited to: the methodology we use(d) to provide services or assistance to students and staff in public schools; the uses of funds (by our district and/or other entities) and demonstration of their compliance with Section 313, such as any use of funds addressing the digital divide, including securing access to home-based connectivity and remote-use devices, related issues in supporting remote learning for all students, including disadvantaged populations.
4. All requests for payment shall be based upon allowable purposes and made in accordance with cash management principles.
5. Our district shall cooperate with any examination of records with respect to such ESSER II funds by making records available for inspection, production, and examination, and authorized individuals available for interview and examination, upon the request of (i) the United States Department of Education and/or its Inspector General; or (ii) any other federal agency, commission, or department in the lawful exercise of its jurisdiction and authority.

6. We will comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) requirements in Subpart D-Post Federal Award Requirements (2 CFR §§200.300-345) and Subpart E-Cost Principles (2 CFR §§200.400-475), which states that (ESSER II) funds must be used for purposes that are reasonable, necessary, and allocable under the CRRSA Act.
7. We will comply with the provisions of all applicable acts, regulations and assurances; the following provisions of Education Department General Administrative Regulations (EDGAR) 34 CFR parts 76, 77, 81, 82, 84, 97, 98, and 99; the OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 CFR part 180, as adopted and amended as regulations of the Department in 2 CFR part 3485; and the Uniform Guidance in 2 CFR part 200, as adopted and amended as regulations of the Department in 2 CFR part 3474.

GEPA Section 442 Assurances

Waterbury School District (151-000) Public School District - FY 2021 - ESSER II Funds - Rev 0 - Assurances

☒ * The Local Educational Agency (LEA) hereby assures the State Educational Agency (SEA) that the LEA follows all regulations applicable for CSDE, including those outlined below.

1. Each program will be administered in accordance with applicable statutes, regulations, program plans, and applications;
2. Control of funds and property acquired using program funds will be maintained and administered by the appropriate public agency;
3. Fiscal control and fund accounting procedures will be used to ensure proper disbursement of, and accounting for, federal funds;
4. The LEA will make reports to the state agency or board and to the Secretary as may be needed for the state agency or board and the Secretary to perform their duties under each program, and each LEA will maintain records (as required in Section 443) and provide access to those records as the state board or agency Secretary deems necessary to carry out their responsibilities;
5. The LEA will provide opportunities for the participation in, planning for, and operation of each program by teachers, parents, and other interested agencies, organizations, and individuals;
6. Applications, evaluations, plans, or reports related to each program will be made available to parents and the public;
7. Facilities constructed under any program will be consistent with overall state construction plans and standards and with the requirements of Section 504 of the Rehabilitation Act of 1973 in order to ensure that the facilities are accessible to and usable by individuals with disabilities;
8. The LEA has adopted effective procedures for acquiring and disseminating information and research regarding the programs and for adopting, where appropriate, promising educational practices to teachers and administrators participating in each program; and

9. None of the funds expended under any applicable program will be used to acquire equipment if such acquisition results in a direct financial benefit to any organization representing the interests of the purchasing entity or its employees.

GEPA SECTION 427. Equity for Students, Teachers, and Other Program Beneficiaries

Waterbury School District (151-000) Public School District - FY 2021 - ESSER II Funds - Rev 0 - Assurances

U.S. Department of Education's General Education Provisions Act (GEPA) Section 427 Requirement

Section 427 of GEPA requires each applicant for funds to include in its application a description of the steps the applicant proposes to take to ensure equitable access to, and participation in, its federally-assisted program for students, teachers, and other program beneficiaries with special needs. The statute highlights six types of barriers that can impede equitable access or participation: gender, race, national origin, color, disability, or age.

For GEPA Section 427 documentation, see the following:

U.S. Department of Education's General Education Provisions Act (GEPA) - Section 427

* Provide examples of how your district will address the Section 427 requirement:

The district supports English learners with parent activities at the Bilingual Centers

The district provides support and materials in braille and audio tape

The district uses sign Language interpreters upon request

The district provides for funding for Robotics Team that focuses on pre-engineering and science for all students.

Secondary schools have social groups after school and during lunch and within the community that support the LGBTQIA community.

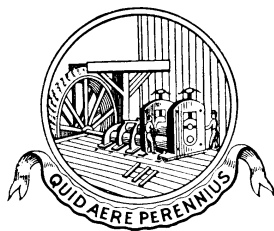
Special Reporting Assurance for Grants in Excess of \$150,000

Waterbury School District (151-000) Public School District - FY 2021 - ESSER II Funds - Rev 0 - Assurances

Check this assurance only if your allocation is more than \$150,000.

☒ The Local Educational Agency (LEA) hereby assures the State Educational Agency (SEA) that as a condition of receiving more than \$150,000, it will report to CSDE on such forms and in such manner as required:

- a. the total amount of funds received from U.S. Department of Education;
- b. the amount spent or obligated for each project or activity supported with CRRSA Act funds;
- c. a list of projects supported with CRRSA Act funds (including name, description, and estimated number of jobs created or retained); and
- d. information on subcontracts and subgrants.



Waterbury Public Schools

236 Grand Street ♦ Waterbury, Connecticut 06702 ♦ (203) 574-8280 ♦ Fax (203) 574-8032

Doreen Biolo
Chief Financial Officer

To: Honorable Board of Education

From: Doreen Biolo, Chief Financial Officer

Date: June 29, 2021

Subject: Summer Day Camp Program at Boys and Girls Club of Greater Waterbury

The Department of Education respectfully requests your review and approval of this contract with the Boys and Girls Club of Greater Waterbury for a summer day camp program at the Club's facility located at 1037 East Main Street in Waterbury.

The Department's Elementary and Secondary School Emergency Relief (ESSER) II Grant will be used to fund this program. The approved grant budget includes funding to partner with local community organizations to provide summer program opportunities for students. This contract, in the not to exceed amount of \$110,580, will fund camp registration fees for up to 117 students to attend up to seven 1-week camp sessions this summer. Participation in this camp program will provide students with access to age appropriate educational and recreational activities during the summer months.

Please feel free to contact me with any questions. Thank you.

AGREEMENT
between
The City of Waterbury, Connecticut
and
Boys and Girls Club of Greater Waterbury, Inc.
for
Summer Day Camp Program

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the **City of Waterbury** (the "City"), City Hall Building, 235 Grand Street, Waterbury, Connecticut (the "City") and **Boys and Girls Club of Greater Waterbury, Inc.** ("Contractor," "Sub-Grantee," or "Boys and Girls Club"), located at 1037 East Main Street, Waterbury, CT, 06705, a duly registered State of Connecticut Corporation (jointly referred to as the "Parties" to this Agreement").

WHEREAS, the City of Waterbury's Public Schools/Waterbury School District ("the District") applied for, and was awarded, additional Elementary and Secondary School Emergency Relief federal funding as provided for under the Coronavirus Response and Relief Supplemental Appropriations ("CRRSA") Act, 2021, Pub. L. Np. 116-260 (December 27, 2020) (hereinafter "ESSER II" grant funding) to provide funding and relief to address the impact of COVID-19 on elementary and secondary schools and students; and

WHEREAS, the City and Waterbury School District ("the District") wishes to utilize said ESSER II Grant funding to provide summer learning and enlightenment opportunities for identified children in the City of Waterbury to attend summer camp at the Boys and Girls Club Day Camp Program ("Summer Enrichment Program"); and

WHEREAS, the City and the Boys and Girls Club desire to enter this Agreement and provide up to 117 children ("Campers") the opportunity to attend the Summer Enrichment Program at the Boys and Girls Club (the "Project" or "Program");

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. The Sub-Grantee, shall furnish all of the labor, services, 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, incidentals, etc., shall comply with all provisions of the aforementioned ESSER II Grant funding, any and all applicable local, state and federal laws, statutes, ordinances and regulations, and with generally accepted professional standards, the policies of City of Waterbury Department of Education and the State Department of Education.

1.1 The Project consists of Services to be performed and provided for by the Boys and Girls Club (may also be referred to as "Sub-Grantee") include cooperating with the City of Waterbury to identify students who are underserved, come from income

restrained families and/or have been particularly impacted by the COVID-19 pandemic that may benefit from the Program. The Boys and Girls Club shall provide a Summer day camp program ("Summer Enrichment Program") at the Boys & Girls Club of Greater Waterbury for up to 7 weeks between June 28, 2021 and August 13, 2021 and shall provide for educational, recreational, camp programs, and age-appropriate activities throughout each day, Monday through Thursday, from 7:00 a.m. to 5:00 p.m.. Campers will be provided breakfast and lunch and will be provided one t-shirt as well. The Parties understand that the Campers in the Summer Enrichment Program are to provide their own sunscreen, water and wear weather appropriate clothing and that current complete health forms are required for each camper with a physical examination performed within the last three years of the date they will be attending Camp. All services shall be provided as described herein and as detailed in the Scope of Services, and in accordance with all grant requirements, attached hereto as **Attachment A** and hereby made a material provision of this Agreement. Attachment A shall consists of the following, which are attached hereto, are acknowledged by the Boys and Girls Club as having been received, or are otherwise hereby incorporated by reference, and all are made a part hereof:

- 1.1.1** Scope of Services, consisting of 1 page, attached hereto;
- 1.1.2** ESSER II Grant Award Notice, dated April 28, 2021, consisting of 1 page, attached hereto;
- 1.1.3** City's ESSER II Grant Application (select pages only) consisting of 12 pages, attached hereto;
- 1.1.4** Any and all amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated by reference;
- 1.1.5** Boys and Girls Club's Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate, incorporated by reference;
- 1.1.6** Certificates of Insurance, incorporated by reference;
- 1.1.7** All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference; and
- 1.1.8** All licenses, 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 Sub-Grantee. 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 Agreement
- 1.2.2** Federal, State, and local laws, regulations, charter and ordinances
- 1.2.3** ESSER II Grant related documents & guidance

2. Sub-Grantee Representations Regarding Qualification, Accreditation and Licensing, etc. The Sub-Grantee represents that, to the extent required by law, it is licensed

to perform the scope of work set forth in this Agreement and is, at a minimum, licensed by the State of Connecticut Office of Early Childhood and the American Camp Association. The Sub-grantee represents that all camp counselors are certified in First Aid and CPR, and that there is Registered Nurse on staff and present at all times during the camp sessions and a physician on call. The Sub-grantee further represents that an adequate number of certified lifeguards are present on the camp grounds to supervise all swimming and boating activities. The Sub-Grantee 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 Agreement, including any supplementary work and the City relies upon these.

2.1 Representations regarding Personnel. The Sub-Grantee represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. 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 Sub-Grantee 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 Sub-Grantee hereby represents that, to the extent required by federal, state and local statutes, regulations, codes, ordinances, and policies, that the Sub-Grantee and/or its employees be licensed, certified, registered, or otherwise qualified, the Sub-Grantee and all employees providing services under this Agreement, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Sub-Grantee shall provide to the City a copy of the Sub-Grantee's licenses, certifications, registrations, etc.

2.3 Criminal Background Check and DCF Registry Check. The Sub-Grantee shall ensure, and represents to the City, that each and every of Sub-Grantee's employees or any person affiliated with the Summer Day Camp program who will have direct contact with a student pursuant to 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 has stated, in writing, whether criminal charges were ever pending against such person. The Sub-Grantee shall further ensure, and represents to the City that any employees who are involved with the students in the Summer Day Camp program have 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 Sub-Grantee shall not permit any employee with a disqualifying criminal history to have direct contact with a student. The Sub-Grantee warrants and represents that it has conducted a records check and has found no such violation.

The provisions of this section regarding criminal background checks and DCF Registry Check may be amended from time to time to comport with any changes in applicable

laws and regulations on this subject while this Agreement remains in effect.

3. Responsibilities of the Sub-Grantee. All data, information, etc. given by the City to the Sub-Grantee and/or created by the Sub-Grantee shall be treated by the Sub-Grantee 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 Agreement. The Sub-Grantee agrees to forever hold in confidence all files, records, documents and other information which may come into the Sub-Grantee's possession during the term of this Agreement, except where a disclosure is expressly stated as a requirement of this Agreement. Notwithstanding the foregoing, where a Sub-Grantee disclosure is required to comply with statute, regulation, or court order, the Sub-Grantee shall provide prior advance written notice to the City of the need for such disclosure. The Sub-Grantee agrees to properly implement the services required in the manner herein provided.

3.1 Confidentiality/FERPA. The Sub-Grantee shall strictly adhere to all state and federal statutes, laws, rules, policies, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education and State Department of Education, as well as any policies, ordinances, rules and regulations established by the City of Waterbury regarding confidentiality of student records, files, PPTs, IEPs, etc.

3.1.1 Any and all materials contained in each child's files as entrusted to the Sub-Grantee or gathered by the Sub-Grantee in the course of its services shall remain in the strictest confidence to prevent disclosure of the same. All information furnished by the City or gathered by the Sub-Grantee shall be used solely for the purposes of providing services under this Agreement. The City shall have full access to all Student files.

3.1.2 The Sub-Grantee acknowledges that in the course of providing services under this Agreement, it may come into the 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). The Sub-Grantee shall comply with the requirements of said statute and regulations, and agrees to use information obtained from the City or student education records only for the purposes provided in this Agreement. Without the prior written consent of the student's parent or guardian, as required by FERPA, the Sub-Grantee has no authority to make disclosures of any information from education records.

3.2 Sub-Grantee's Employees. The Sub-Grantee 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.

4. Contract Time. The Sub-Grantee shall provide Camp Services to the Waterbury children campers, as identified by the City and the Boys and Girls Club to participate in the

Program, commencing on June 28, 2021 and terminating on August 13, 2021, within available State and Federal Grant appropriations.

5. Compensation. The City shall compensate the Sub-Grantee for satisfactory provision of all of the goods and services set forth in this Agreement as identified in **Attachment A** as follows in this Section 5.

5.1.1 Fee Schedule. The fee payable to the Sub-Grantee shall not exceed **One Hundred Ten Thousand, Five Hundred Eighty Dollars (\$110,580.00)** (“Contract Amount”) based upon a maximum cost per camper week of \$155.00 and a one-time registration fee of \$50.00 per camper, not to exceed the Contract Amount.

5.1.2 The Sub-grantee agrees compensation is based upon the number of campers and any payment to be made under this Agreement is subject to review and approval by the City of documented proof of camper enrollment and registration under this Agreement. The Parties agree that at any time during this Agreement, the number of campers may be reduced and that as a result of said reduction, the compensation to the Sub-grantee shall be reduced accordingly.

5.2 Limitation of Payment. Compensation payable to the Sub-Grantee is limited to those fees set forth in Section 5.1 above. Such compensation shall be paid by the City upon review and approval of the Sub-Grantee’s invoices for payment and review of the work, services, deliverables, etc. required in this Agreement and review as may be further required by the Charter and Ordinances of the City. Sub-Grantee’s invoices shall describe the work, services, reports, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

5.2.1 The Sub-Grantee 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 Sub-Grantee in an amount equaling the sum or sums of money Sub-Grantee and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding the Sub-Grantee’s and/or its affiliate’s real and personal tax obligations to the City.

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

5.4 Payment for Services, Materials, Employees. The Sub-Grantee shall be fully and solely responsible for the suitability, and compliance with the Agreement, of all labor, services, etc. furnished to the City under this Agreement. The Sub-Grantee 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 Sub-Grantee shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

6. This Section Intentionally Left Blank.

7. Indemnification

7.1 The Sub-Grantee shall indemnify, defend, and hold harmless the City and its boards, the City's 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, deliverables, incidentals, caused in whole or in part by any willful or negligent act or omission of the Sub-Grantee, its employees, any subcontractor, 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.

7.2 In any and all claims against the City or any of its boards, agents, employees or officers by the Sub-Grantee or any employee of the Sub-Grantee, 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 7.1, 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 Sub-Grantee or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

7.3 The Sub-Grantee understands and agrees that any insurance required by this Agreement, or otherwise provided by the Sub-Grantee, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this Agreement.

8. This Section Intentionally Left Blank.

9. Sub-Grantee's Insurance. The Sub-Grantee shall not commence work under this Agreement until all insurance required under this Section 9 has been obtained by the Sub-Grantee and such insurance has been approved by the City. The Sub-Grantee 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.

9.1 At no additional cost to the City, the Sub-Grantee 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 Sub-Grantee's obligation under this Agreement, whether such obligations are the Sub-Grantee's or subcontractor or person or entity directly or indirectly employed by said Sub-Grantee or subcontractor, or by any person or entity for whose acts said Sub-Grantee or subcontractor may be liable.

9.2 The Sub-Grantee's General, Automobile and Excess Liability Insurance policies shall be endorsed to add the City as an additional insured. The insurance afforded the additional insured shall be primary insurance and the coverage and limits provided under the Sub-Grantee'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. 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 Agreement 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.

9.3 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 Sub-Grantee:

9.3.1 General Liability Insurance: 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.
General Liability Insurance: **\$1,000,000.00 per Occurrence / \$2,000,000.00 Aggregate.**

9.3.2 Automobile Liability Insurance: 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 owned or non-owned vehicle.
Automobile Liability Insurance: **\$1,000,000.00 Combined Single Limit (each accident)**

9.3.3 Workers' Compensation: Sub-Grantee shall comply with all State of Connecticut statutes as it relates to workers' compensation. 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**

9.3.4 Excess General Liability Insurance: Comprehensive general liability umbrella insurance coverage. Excess Liability Insurance: **\$5,000.00 each occurrence; \$5,000.00 aggregate.**

“

9.3.5 Professional Liability Insurance: Professional liability (also known as, errors and omissions) insurance providing coverage to the Sub-Grantee. Professional Liability Insurance: **\$1,000,000.00 limit.**

9.3.6 Sexual Abuse/Molestation Liability Insurance: Coverage to respond to any allegation made against the vendor and/or their employees or volunteers that involve abuse or molestation of third parties including sexual in nature. Sexual Abuse / Molestation Liability Insurance: **\$1,000,000.00 per Occurrence / \$2,000,000.00 Aggregate.**

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

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

9.6 Certificates of Insurance: At the time the Sub-Grantee executes this Agreement, it shall furnish to the City, subject to City approval, certificate(s) of insurance verifying the above coverages, including the naming of the City of Waterbury, as follows: **“The City of Waterbury and its Board of Education (if applicable) are listed as additional insured on a primary and non-contributory basis.” All policies must include a waiver of subrogation.** The Sub-Grantee must supply replacement/renewal certificates at least 30 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.

9.7 Upon request the Sub-Grantee shall deliver to the City a copy of the Sub-Grantee's insurance policies, endorsements, and riders.

10. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Agreement, the Sub-Grantee represents and warrants that, at all pertinent and relevant times to the Agreement, 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 Sub-Grantee 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); and the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974*, as amended. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

10.1 Permits, Laws, Taxes and Regulations. Permits and licenses necessary for the delivery and completion of the Sub-Grantee's work and services shall be secured in advance and paid by the Sub-Grantee. The Sub-Grantee 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 Sub-Grantee for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Sub-Grantee remains liable, however, for any applicable tax obligations it incurs. Moreover, the Sub-Grantee represents that the proposal and pricing contained in this Agreement do not include the amount payable for said taxes.

10.3 Labor and Wages. The Sub-Grantee 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 Sub-Grantee 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 Agreement.

11. Discriminatory Practices. In performing this Agreement, the Sub-Grantee 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 and 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 Agreement. 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 Agreement 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 Agreement, the Sub-Grantee shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, sexual orientation, gender identity and expression, national origin or citizenship status, age or handicap. The Sub-Grantee 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. Termination.

12.1 Termination of Agreement for Cause. If, through any cause, in part or in full, not the fault of the Sub-Grantee, the Sub-Grantee shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Sub-Grantee shall violate any of the covenants, Agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Sub-Grantee of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc. prepared by the Sub-Grantee under this Agreement shall, at the option of the City, become the City's property, and the Sub-Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

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

12.2 Termination for Convenience of the City. The City may terminate this Agreement at any time for the convenience of the City, by a notice in writing from the City to the Sub-Grantee. If this Agreement is terminated by the City as provided herein, the Sub-Grantee 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 Sub-Grantee covered by this Agreement, less payments of compensation previously made.

12.3 Termination for Non-Appropriation or Lack of Funding. The Sub-Grantee acknowledges that the City is a municipal corporation and that this Agreement is

subject to the appropriation of funds by the City sufficient for this Agreement for each budget year in which this Agreement is in effect. The Sub-Grantee therefore agrees that the City shall have the right to terminate this Agreement in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Agreement is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law.

12.3.1 Effects of Non-Appropriation. If funds to enable the City to effect continued payment under this Agreement are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Agreement 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 Sub-Grantee.

12.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay the Sub-Grantee for the agreed to level of the products, services and functions to be provided by the Sub-Grantee under this Agreement are not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) business days written notice to the Sub-Grantee, 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 Agreement 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 Agreement.

12.3.3 No Payment for Lost Profits. In no event shall the City be obligated to pay or otherwise compensate the Sub-Grantee for any lost or expected future profits.

12.4 Rights upon Cancellation or Termination.

12.4.1 Termination for Cause. In the event the City terminates this Agreement, for cause, the Sub-Grantee 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 Sub-Grantee shall transfer all licenses to the City which the Sub-Grantee is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Sub-Grantee for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. The Sub-Grantee 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.

12.4.2 Termination for Lack of Funding or Convenience. In the event of termination by the City for lack of funding or convenience, the City shall pay the Sub-Grantee 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 Sub-Grantee 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 Sub-Grantee 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 Sub-Grantee may negotiate a mutually acceptable payment to the Sub-Grantee for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Agreement pertaining to Changes in the Work.

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

13. Force Majeure. Neither the Sub-Grantee 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 either Party's control, including without limitation:

- 13.1** Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions;
- 13.2** war, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest, riots, pandemics or epidemics;
- 13.3** acts of governmental authorities such as expropriation, condemnation, changes of law and order or regulations, proclamation, ordinance, or other governmental requirement;
- 13.4** strikes and labor disputes; and
- 13.5** 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 or services offered 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.

14. Subcontracting. The Sub-Grantee shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Sub-Grantee's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Sub-Grantee 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 Sub-Grantee from its requirement that all work and services provided or required hereunder shall comply with all federal, state and local, laws, regulations and ordinances.

14.1 The Sub-Grantee shall be as fully responsible to the City for the acts and omissions of the Sub-Grantee'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 Sub-Grantee.

15. Assignability. The Sub-Grantee shall not assign any interest in this Agreement, 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 Sub-Grantee from the City under this Agreement 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.

16. Audit. The Sub-Grantee shall comply with all Audit requirements as set forth in the herein and ESSER II Grant requirements and guidance. The City reserves the right to audit the Sub-Grantee's books of account in relation to this Agreement any time during the period of this Agreement or at any time during the twelve month period immediately following the termination of the Contract or termination of ESSER II funding, whichever is later. In the event the City elects to make such an audit, the Sub-Grantee shall immediately make available to the City all records pertaining to this Agreement, including, but not limited to, payroll records, bank statements and canceled checks.

17. This section intentionally left blank.

18. Entire Agreement. This Agreement 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 Agreement must be in writing and agreed to and executed by the City and the Sub-Grantee.

19. Independent Contractor Relationship. The relationship between the City and the Sub-Grantee is that of client and independent contractor. No agent, employee, or servant of the Sub-Grantee shall be deemed to be an employee, agent or servant of the City. The Sub-

Grantee shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Agreement. It is the express intention of the parties hereto, and the Sub-Grantee hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Sub-Grantee 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 Sub-Grantee or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Sub-Grantee 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 Sub-Grantee shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

20. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement, 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 Agreement shall be enforced as if this Agreement 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 Agreement shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

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

22. Conflicts or Disputes. This Agreement represents the full and complete concurrence between the City and the Sub-Grantee and governs all disputes between them. This Agreement 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.

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

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

24. Binding Agreement. The City and the Sub-Grantee each bind themselves, and their successors, assigns and legal representatives and inure to the benefit of the parties hereto, to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

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

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

27. Notice. Except as otherwise specifically prohibited in this Agreement, whenever under this Agreement 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 Sub-Grantee, 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:

Sub-Grantee: Boys & Girls Club of Greater Waterbury, Inc.
1037 East Main Street
Waterbury, CT 06705
Attn: Karen Senich, Executive Director

City: City of Waterbury
c/o Department of Education
236 Grand Street, 1st Floor
Waterbury, CT 06702

With a copy to: City of Waterbury
Office of the Corporation Counsel
235 Grand Street, 3rd Floor
Waterbury, CT 0672

28. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions. The Person/ Contractor/ Sub-Grantee (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:

28.1 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.

28.2 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.

28.3 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 Sub-Grantee or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

28.4 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.

28.5 Upon a showing that a subcontractor made a kickback to the City, a prime Sub-Grantee 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.

28.6 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 (vi), 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 (vi) 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.

28.7 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 (1) 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; (2) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (3) 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 (4) 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 (vii) shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances for a Person

28.8 The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections (28.1 – 28.7).

28.9 The Sub-Grantee 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.

28.10 The Sub-Grantee 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"]

28.11 The Sub-Grantee is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's "Ordinance Concerning the Hiring of Waterbury Residents" and the State of Connecticut Legislature's Special Act No. 01-1.

28.12 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.

28.13 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 Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement.

28.14 Prohibition against Contingency Fees. The Sub-Grantee 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.

28.15 Freedom of Information Act Notice. Pursuant to State statute, in the event the total compensation payable to the Sub-Grantee set forth in Section 5 herein is greater than \$2,500,000.00, the City is entitled to receive a copy of any and all Sub-Grantee 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.

(The next page is the signature page.)

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

WITNESSES:

CITY OF WATERBURY

Sign: _____
Print Name:

By: _____
Neil M. O'Leary, Mayor

Sign: _____
Print Name:

Date: _____

WITNESSES:

**BOYS AND GIRLS CLUB OF GREATER
WATERBURY, INC.**

Sign: _____
Print Name:

By: _____
Print Name:

Its: _____
(Title)

Sign: _____
Print Name:

Date: _____

ATTACHMENT A

- 1.** Scope of Services, consisting of 1 page, attached hereto;
- 2.** ESSER II Grant Award Notice, dated April 28, 2021, consisting of 1 page, attached hereto;
- 3.** City's ESSER II Grant Application (select pages only) consisting of 12 pages, attached hereto;
- 4.** Any and all amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated by reference;
- 5.** Boys and Girls Club's Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate, incorporated by reference;
- 6.** Certificates of Insurance, incorporated by reference;
- 7.** All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference; and
- 8.** All licenses, incorporated by reference.

Scope of Services

June 24, 2021

1. Sub-Grantee shall determine up to 117 youths to distribute scholarship funding to attend the Summer Enrichment Program at the Boys & Girls Club of Greater Waterbury, for up to 7-weeks between the dates of June 28, 2021 and August 13, 2021.
2. Sub-Grantee shall provide service at a cost of a maximum of \$155.00 per camper week plus a one-time \$50.00 registration fee per camper and not to exceed the total contract cost of \$110,580.00.
3. Sub-Grantee shall make the above determination based on residency in the City of Waterbury as assessed by the Executive Director and Camp Director.
4. Sub-grantee shall provide educational, recreational and camp programs and age-appropriate activities throughout each day, Monday through Thursday 7am – 5pm.
5. Campers will be provided breakfast, lunch and one t-shirt and they are to provide their own sunscreen, water, and wear weather appropriate clothing.
6. Current complete health forms are required for each student with a physical examination performed within the last three years of camp attendance.

STATE OF CONNECTICUT

DEPARTMENT OF EDUCATION

GRANT AWARD NOTIFICATION

1 Grant Recipient

Waterbury School District

DUNS Number: 967798059

4 Award Information

Grant Type: FEDERAL

Statute: P.L. 116-260 THE CRRSA ACT

CFDA #:

SDE Project Code: SDE000000000002

Grant Number: 151-000 12060-29571-2021-82079-124137-SDE000006

2 Grant Title

ESSER II State Set-Aside

5 Award Period

1/5/2021 - 9/30/2023

3 Education Staff

Program Manager:

Marlene Padernacht (860) 713-6568

6 Authorized Funding

Grant Amount: \$1,742,892.00

Payment & Expenditure Inquiries:

Jeff Lindgren (860) 713-6624

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 March 13, 2020 and June 30, 2021 must be submitted at least 60 days prior to the expiration of the fiscal year but no later than May 1, 2021. 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, 2023. Budget revisions submitted after this date are accepted at the discretion of the ESSER II 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.

4/28/2021

Melissa Hickey - CSDE Management Approver

ESSER II Uses of Funds

Waterbury School District (151-000) Public School District - FY 2021 - ESSER II Funds - Rev 0 - ESSER II Funds

ESSER II Fact Sheet

Instructions:

LEAs may use funds for any activity authorized under the major federal grant categories including the Elementary and Secondary Education Act (ESSA), the Individuals with Disabilities Education Act (IDEA), the Adult Education and Family Literacy Act (AEFLA), the Carl D. Perkins Career and Technical Education Act (Perkins), or the McKinney-Vento Homeless Education Assistance Act.

The Uses of Funds for ESSER II include the same areas as the first ESSER grant with the addition of three new areas. The full description of each area as defined in by CSDE is indicated below.

LEAs will indicate Uses of Funds in the ESSER II Budget by selecting a budget tag for each budget detail from the *Uses of Funds* tag group drop down. The drop down list will have a shortened version of each use. Please refer to the descriptions below for the tag for each use of funds.

Uses of ESSER II Funds	Budget Detail Tag
Coordination of preparedness and response efforts of local educational agencies with State, local, Tribal, and territorial public health departments, and other relevant agencies, to improve coordinated responses among such entities to prevent, prepare for, and respond to coronavirus.	Coordination of preparedness and response

(NEW) Addressing learning loss among students, including low-income students, children with disabilities, English learners, racial and ethnic minorities, students experiencing homelessness, and children and youth in foster care, of the local educational agency, including by: (A) Administering and using high-quality assessments that are valid and reliable, to accurately assess students' academic progress and assist educators in meeting students' academic needs, including through differentiating instruction; (B) Implementing evidence-based activities to meet the comprehensive needs of students; (C) Providing information and assistance to parents and families on how they can effectively support students, including in a distance learning environment; (D) Tracking student attendance and improving student engagement in distance education; (E) Tracking student academic progress with evaluating and comparing to pre-pandemic grades and progress to identify students that experienced learning loss.	Addressing learning loss
Providing principals and others school leaders with the resources necessary to address the needs of their individual schools.	Providing principals/leaders with resources
Activities to address the unique needs of low-income children or students, children with disabilities, English learners, racial and ethnic minorities, students experiencing homelessness, and foster care youth, including how outreach and service delivery will meet the needs of each population.	Addressing unique needs of special pops
Developing and implementing procedures and systems to improve the preparedness and response efforts of local educational agencies.	Improving preparedness and response
Training and professional development for staff of the local educational agency on sanitation and minimizing the spread of infectious diseases.	Training to minimize disease spread
Purchasing supplies to sanitize and clean the facilities of a local educational agency, including buildings operated by such agency.	Supplies to sanitize and clean

Planning for, coordinating, and implementing activities during long-term closures, including providing meals to eligible students, providing technology for online learning to all students, providing guidance for carrying out requirements under the IDEA and ensuring other educational services can continue to be provided consistent with all Federal, State, and local requirements.	Long-term closure activities
Purchasing educational technology (including hardware, software, and connectivity) for students who are served by the local educational agency that aids in regular and substantive educational interaction between students and their classroom instructors, including low-income students and children with disabilities, which may include assistive technology or adaptive equipment.	Education technology
Providing mental health services and supports.	Mental health services
Planning and implementing activities related to summer learning and supplemental afterschool programs, including providing classroom instruction or online learning during the summer months and addressing the needs of low-income students, children with disabilities, English learners, migrant students, students experiencing homelessness, and children in foster care.	Summer learning
(NEW) School facility repairs and improvements to enable operation of schools to reduce risk of virus transmission and exposure to environmental health hazards, and to support student health needs.	Facility repairs/improvement to minimize disease spread
(NEW) Inspection, testing, maintenance, repair, replacement, and upgrade projects to improve the indoor air quality in school facilities, including mechanical and non-mechanical heating, ventilation, and air conditioning systems; filtering, purification and other air cleaning; fans, control systems, and window and door repair and replacement.	Improve air quality
Other activities that are necessary to maintain the operation of and continuity of services in local educational agencies and continuing to employ existing staff of the local educational agency.	Other ESSER eligible activities
Administrative Costs - necessary and reasonable	Administrative

Indirect cost as indicated by use of budget details for Object Code 917 - Indirect Cost.

Indirect Cost

Quantity: 1.00

Cost: \$1,650,000.00

Line Item Total: \$1,650,000.00

Object: 100 - Personal Services > Salaries

Purpose: 01 - Public School Activities

ESSER II
Priority: Other

Uses of
Funds: Summer learning

LEA /
School: Waterbury School District (151-000)

Quantity: 1.00

Cost: \$850,000.00

Line Item
Total: \$850,000.00

Object: 100 - Personal Services > Salaries

Purpose: 01 - Public School Activities

ESSER II
Priority: 1: Academic Supports, Learning Loss...

Uses of
Funds: Addressing unique needs of special ...

LEA /
School: Waterbury School District (151-000)

Summer School/camp for the summer of 2021. This will include partnership with local business and community agencies.

UConn Partnership for 25 Substitute teachers to be mentored for student teaching in the shortage areas for FY22 and FY23.

25 Subs @ \$100/ day for 130 days.

Budget Detail

Waterbury School District (151-000) Public School District - FY 2021 - ESSER II Funds - Rev 0 - ESSER II Funds

500 - Other Purchased Services - \$1,606,952.00 ▼

Budget Detail	Narrative Description
Object: 500 - Other Purchased Services Purpose: 01 - Public School Activities ESSER II Priority: 1: Academic Supports, Learning Loss... Uses of Funds: Summer learning LEA / School: Waterbury School District (151-000) Quantity: 1.00 Cost: \$1,184,739.00 Line Item Total: \$1,184,739.00	<p>Summer School Transportation/ Resources and Partnership for FY22 and FY23 Transportation expenses for K -12 students for the summer of 2022 and summer of 2023. Funding partnership with local businesses and community agencies.</p>
Object: 500 - Other Purchased Services Purpose: 01 - Public School Activities ESSER II Priority: 3: School Safety and Social-Emotion... Uses of Funds: Addressing unique needs of special ... LEA / School: Waterbury School District (151-000)	<p>SEL Curriculum Curriculum instruction in SEL to provide students with the greater motivation to learn, deeper commitment to school. increase time devoted to school work and better classroom behavior.</p>

ESSER II Funds Assurances

Waterbury School District (151-000) Public School District - FY 2021 - ESSER II Funds - Rev 0 - Assurances

☒ * To the best of my knowledge and belief, all the information and data in this agreement are true and correct. I further certify the following:

1. I acknowledge and agree that the failure to comply with all Assurances and Certifications in this application, all relevant provisions and requirements of the CRRSA Act, 2021, Pub. L. 116-260 (December 27, 2020), or any other applicable law or regulation may result in liability under the False Claims Act, 31 U.S.C. § 3729, et seq.; OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 CFR part 180, as adopted and amended as regulations of the Department in 2 CFR part 3485; and 18 USC § 1001, as appropriate.
2. All ESSER funds will be used for activities allowable under Section 313 of the CRRSA Act, 2021. No funds shall be used: to subsidize or offset executive salaries and benefits of individuals who are not employees of our district; for expenditures related to state or local teacher or faculty unions or associations.
3. Our district shall provide reports as may be required by the CSDE which could include but are not limited to: the methodology we use(d) to provide services or assistance to students and staff in public schools; the uses of funds (by our district and/or other entities) and demonstration of their compliance with Section 313, such as any use of funds addressing the digital divide, including securing access to home-based connectivity and remote-use devices, related issues in supporting remote learning for all students, including disadvantaged populations.
4. All requests for payment shall be based upon allowable purposes and made in accordance with cash management principles.
5. Our district shall cooperate with any examination of records with respect to such ESSER II funds by making records available for inspection, production, and examination, and authorized individuals available for interview and examination, upon the request of (i) the United States Department of Education and/or its Inspector General; or (ii) any other federal agency, commission, or department in the lawful exercise of its jurisdiction and authority.

6. We will comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) requirements in Subpart D-Post Federal Award Requirements (2 CFR §§200.300-345) and Subpart E-Cost Principles (2 CFR §§200.400-475), which states that (ESSER II) funds must be used for purposes that are reasonable, necessary, and allocable under the CRRSA Act.
7. We will comply with the provisions of all applicable acts, regulations and assurances; the following provisions of Education Department General Administrative Regulations (EDGAR) 34 CFR parts 76, 77, 81, 82, 84, 97, 98, and 99; the OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 CFR part 180, as adopted and amended as regulations of the Department in 2 CFR part 3485; and the Uniform Guidance in 2 CFR part 200, as adopted and amended as regulations of the Department in 2 CFR part 3474.

GEPA Section 442 Assurances

Waterbury School District (151-000) Public School District - FY 2021 - ESSER II Funds - Rev 0 - Assurances

☒ * The Local Educational Agency (LEA) hereby assures the State Educational Agency (SEA) that the LEA follows all regulations applicable for CSDE, including those outlined below.

1. Each program will be administered in accordance with applicable statutes, regulations, program plans, and applications;
2. Control of funds and property acquired using program funds will be maintained and administered by the appropriate public agency;
3. Fiscal control and fund accounting procedures will be used to ensure proper disbursement of, and accounting for, federal funds;
4. The LEA will make reports to the state agency or board and to the Secretary as may be needed for the state agency or board and the Secretary to perform their duties under each program, and each LEA will maintain records (as required in Section 443) and provide access to those records as the state board or agency Secretary deems necessary to carry out their responsibilities;
5. The LEA will provide opportunities for the participation in, planning for, and operation of each program by teachers, parents, and other interested agencies, organizations, and individuals;
6. Applications, evaluations, plans, or reports related to each program will be made available to parents and the public;
7. Facilities constructed under any program will be consistent with overall state construction plans and standards and with the requirements of Section 504 of the Rehabilitation Act of 1973 in order to ensure that the facilities are accessible to and usable by individuals with disabilities;
8. The LEA has adopted effective procedures for acquiring and disseminating information and research regarding the programs and for adopting, where appropriate, promising educational practices to teachers and administrators participating in each program; and

9. None of the funds expended under any applicable program will be used to acquire equipment if such acquisition results in a direct financial benefit to any organization representing the interests of the purchasing entity or its employees.

GEPA SECTION 427. Equity for Students, Teachers, and Other Program Beneficiaries

Waterbury School District (151-000) Public School District - FY 2021 - ESSER II Funds - Rev 0 - Assurances

U.S. Department of Education's General Education Provisions Act (GEPA) Section 427 Requirement

Section 427 of GEPA requires each applicant for funds to include in its application a description of the steps the applicant proposes to take to ensure equitable access to, and participation in, its federally-assisted program for students, teachers, and other program beneficiaries with special needs. The statute highlights six types of barriers that can impede equitable access or participation: gender, race, national origin, color, disability, or age.

For GEPA Section 427 documentation, see the following:

U.S. Department of Education's General Education Provisions Act (GEPA) - Section 427

* Provide examples of how your district will address the Section 427 requirement:

The district supports English learners with parent activities at the Bilingual Centers

The district provides support and materials in braille and audio tape

The district uses sign Language interpreters upon request

The district provides for funding for Robotics Team that focuses on pre-engineering and science for all students.

Secondary schools have social groups after school and during lunch and within the community that support the LGBTQIA community.

Special Reporting Assurance for Grants in Excess of \$150,000

Waterbury School District (151-000) Public School District - FY 2021 - ESSER II Funds - Rev 0 - Assurances

Check this assurance only if your allocation is more than \$150,000.

☒ The Local Educational Agency (LEA) hereby assures the State Educational Agency (SEA) that as a condition of receiving more than \$150,000, it will report to CSDE on such forms and in such manner as required:

- a. the total amount of funds received from U.S. Department of Education;
- b. the amount spent or obligated for each project or activity supported with CRRSA Act funds;
- c. a list of projects supported with CRRSA Act funds (including name, description, and estimated number of jobs created or retained); and
- d. information on subcontracts and subgrants.




Waterbury Public Schools

236 Grand Street ♦ Waterbury, Connecticut 06702 ♦ (203) 574-8031 ♦ Fax (203) 574-8032

Doreen Biolo
Chief Financial Officer

MEMORANDUM

TO: Honorable Board of Aldermen
Honorable Board of Education

FROM: Doreen Biolo, Chief Financial Officer 

DATE: June 29, 2021

SUBJECT: Contract with Catapult Learning for Waterbury Non-Public Schools
(Title I) Tutoring Services

Waterbury Public Schools would like to contract with Catapult Learning for tutoring services in core academic subjects, i.e., reading, mathematics, science, etc. for students in Kindergarten through twelfth grade who attend Waterbury Non-Public Schools.

Catapult Learning was deemed the most responsible proposer to RFP #6571 for Non-Public Schools Tutoring Services. Past interactions with Catapult Learning for tutoring services has been received with much enthusiasm. Catapult Learning has provided experienced, certified teachers to serve as tutors for the Waterbury Non-Public Schools in the past, as required by Title 1 Part A of the Elementary and Secondary Education Act. Waterbury Non-Public Schools have been consulted about their tutorial services for Title I students and the contract will cover these requests as they arise.

This contract will cover the 2021-2026 school years with a total amount not to exceed \$276,024. The funding will be provided from Title I Non-Public Grants. The vendor's Disclosure and Tax Clearance are attached.

Thank you for your consideration.

PROFESSIONAL SERVICES AGREEMENT
RFP NO. 6571
for
Waterbury Non-Public Schools (Title I) Tutoring Services
between
The City of Waterbury, Connecticut
Board of Education, Education Department
and
Catapult Learning, LLC

THIS AGREEMENT (hereinafter the “Agreement” or “Contract”), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (hereinafter the “City”), City Hall, 235 Grand Street, Waterbury, Connecticut 06702 and CATAPULT LEARNING, LLC, (hereinafter “Catapult” or “Consultant”), with its principal place of business located at 2 Aquarium Drive, suite 100, Hamden, New Jersey 08103, a State of Connecticut duly registered foreign limited liability company (jointly referred to as the “Parties” to this Agreement).

WHEREAS, the City is a recipient of a Federal Grant under Title 1, Part A, of the Elementary and Secondary Education Act as amended; and

WHEREAS, Catapult has submitted a proposal to the City responding to RFP No. 6571 for Tutoring Services for Waterbury Non-Public Schools (Title I); and

WHEREAS, the City selected Catapult’s proposal to provide the Tutoring Services for students at Waterbury Non-Public Schools (Title I); and

WHEREAS, the City desires to obtain Catapult’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.** Catapult shall furnish all of the labor, services, equipment, assessments, materials, reports, plans, specifications, deliverables, incidentals, etc. necessary to complete the Project as specified in this Agreement 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; and further comply with any and all requirements under the Title 1 Grant under which this Contract is funded. Catapult 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. Services to be Provided.** The Project consists of and Catapult shall provide qualified and certified teachers to perform Tutoring Services for students at Non-Public Waterbury Schools as provided below and as further detailed and described in **Attachment A** attached hereto and hereby made material provisions of this Contract. For purposes of this section,

“Catapult” shall mean to include the tutors provided. The Services shall include the following:

- 1.1.1. Catapult shall provide tutoring and related services in core academic subjects (reading, mathematics, science, etc.) for students in kindergarten through twelfth grade, ages five (5) through twenty-one (21), who attend Waterbury Non-Public Schools;
- 1.1.2. Catapult shall provide multiple tutors to provide tutoring services Monday through Friday during and/or after school sessions at Waterbury Non-Public Schools for up to thirty-two (32) weeks each school year at a minimum of two (2) sessions per week;
- 1.1.3. Catapult shall provide tutors who have current Connecticut Teaching Certification(s) for Elementary Education (K-8), middle school and secondary education certification depending on assignment, and have certification in core academic subjects, i.e. reading, math, science, etc., or align with Every Student Succeeds Act (ESSA) certification requirements; and
- 1.1.4. Catapult shall have the ability to provide tutors who have special skills, including but not limited to , tutors with experience teaching students with disabilities or English as a Second Language (ESL) students.
- 1.1.5. Catapult and/or the Tutors provided by Catapult shall:
 - 1.1.5.1.meet student achievement goals and timetables as agreed upon by the tutor, teachers, school staff, parent(s) or guardian(s), student, and the local education agency (LEA);
 - 1.1.5.2.develop specific and/or appropriate achievement goals that include the date, time, duration, number of students, names of students, attendance records, and student progress in conjunction with the teacher, school staff, parent(s), student and LEA for each student receiving tutoring services;
 - 1.1.5.3.create a specific and appropriate timetable for improving the student's achievement and review and adjust the timetable with teacher, school staff, parent(s), student and LEA on a weekly basis;
 - 1.1.5.4.measure each student's progress and inform the teacher, school staff, parent(s), student and LEA of that progress monthly with a date to be agreed to by all parties;

- 1.1.5.5. keep track of hours and services performed, noting absences by student and by tutor(s), if a tutor misses a session, the tutor must make up the session in a timely manner;
- 1.1.5.6. comply with Individual Reading Improvement Plans for all students who have been identified as Substantially Deficient in Reading by their regular teacher;
- 1.1.5.7. assure that in the case of a student with a disability, the achievement goals, measurement and reporting of progress, and timetable described above must be consistent with the student's service plan, if any, under the IDEA (these services are in addition to, and not a substitute for, the instruction and services required under the IDEA and should not be written into student service plans);
- 1.1.5.8. complete all reports and documents as required by the Waterbury School District and as required by the Every Student Succeeds Act (ESSA);
- 1.1.5.9. send all copies of all student progress reports to the designees for the Waterbury School District and the Non-Public School the student is attending;
- 1.1.5.10. assure that services are secular, neutral and non-ideological;
- 1.1.5.11. compile data and other information as requested by the City to insure that students are meeting achievement goals, reading improvement plans and timetables for improving student achievement; and
- 1.1.5.12. provide said services online, to the extent possible, (i.e. "remote" or "distance learning"), in the event it becomes necessary to do so to carry out the services for students as stated herein.

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

- 1.2.1.** City of Waterbury RFP No. 6571 consisting of 10 pages, excluding attachments, attached hereto;
- 1.2.2.** Addendum #1 to RFP No. 6571, dated February 11, 2020, consisting of 2 pages, attached hereto;
- 1.2.3.** Catapult's Revised Cost Proposal to RFP No. 6571, submitted September 17, 2020, consisting of 1 page, and as modified by Consultant's "Catapult Pricing

Approval” letter, dated June 18, 2021, consisting of 1 page, both attached hereto;

- 1.2.4. Catapult’s Response to RFP No. 6571 (excluding required contract compliance documents), dated February 19, 2020, consisting of 26 pages, attached hereto;
- 1.2.5. State of Connecticut, Department of Education “Grant Award Notification” Revision, Grant No. 151-000 12060-20679-2021-82070-170002, “Title I Part A,” dated October 22, 2020, consisting of 1 page, attached hereto;
- 1.2.6. Any and all amendment(s) and Change Orders, issued by the City after execution of Contract (incorporated by reference);
- 1.2.7. Certificates of Insurance (incorporated by reference);
- 1.2.8. All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference); and
- 1.2.9. All licenses (incorporated by reference).

1.3. 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. This Contract

1.2.2. Addendum #1

1.2.3. City of Waterbury RFP No.6571

1.2.4. Catapult’s Revised Cost Schedule to RFP No. 6571 as modified by Consultant’s “Catapult Pricing Approval” letter dated June 18, 2021

1.2.5. Catapult’s Response to RFP No.6571

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. Catapult shall provide tutors who have current Connecticut Teaching Certification(s) for Elementary Education (K-8), middle school and secondary education certification depending on assignment, and have certification in core academic subjects, i.e. reading, math, science, etc., or align with Every Student Succeeds Act (ESSA) certification requirements; and shall have the ability to provide tutors who have special skills, including but not limited to , tutors with experience teaching students with disabilities or English as a Second Language (ESL) students. The Consultant hereby further 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.

2.2.1. Catapult and the tutors provides under this Contract shall have knowledge and experience in providing tutoring services in compliance with all relevant federal and state laws and regulations including, but not limited to, Title 1, IDEA, Section 504, FERPA and Student Data Privacy.

2.3. Consultant's Employees. The Consultant shall not employ any unfit person or anyone not skilled in the work assigned.

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. Criminal Background Check and DCF Registry Check. The Consultant shall ensure, and represents to the City, that any employee who will 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.

3.2. Confidentiality/FERPA. Consultant shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education, Connecticut Department of Education and the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc. Consultant shall further ensure that its employees, agents, or anyone performing work on their behalf under the terms of this Agreement shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education and those of the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc.

3.2.1. Any and all materials contained in City of Waterbury student files that are entrusted to Consultant or gathered by the Consultant in the course of its services shall remain in the strictest confidence to prevent disclosure of the same. All information furnished by the City or gathered by Consultant shall be used solely for the purposes of providing services under this Agreement.

3.2.2. Consultant acknowledges that in the course of providing services under this Agreement, it may come into the possession of education records of City 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) Consultant and City shall comply with the requirements of said statute and regulations, as amended from time to time and Consultant agrees to use information obtained from the City or student education records only for the purposes provided in this Agreement. Without the prior written consent of the student's parent or guardian, as required by FERPA, Consultant has no authority to make disclosures of any information from education records. Precision Exams shall instruct its employees of their obligations to comply with FERPA.

3.3. Student Data Privacy. All student records, student information, and student-generated content (collectively, "Student Data") provided or accessed pursuant this Agreement are not the property of, or under the control of, the Consultant.

3.3.1. The City's Board of Education ("Board") shall have access to and the ability to delete Student Data in the possession of the Consultant except in instances where such data is (A) otherwise prohibited from deletion or

required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Consultant. The Board may request the deletion of any such student information, student records or student generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of Student Data by the Consultant within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the Student Data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the Consultant that proper disposal of the data has occurred in order to prevent the unauthorized access or use of Student Data and that deletion has occurred in accordance with industry standards/practices/protocols.

- 3.3.2.** The Consultant shall not use Student Data for any purposes other than those authorized pursuant to this Agreement.
- 3.3.3.** A student, parent or legal guardian of a student may review personally identifiable information contained in Student Data and correct any erroneous information, if any, in such Student Data. If the Consultant receives a request to review Student Data in the Consultant's possession directly from a student, parent, or guardian, the Consultant agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Consultant agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in Student Data that has been shared with the Consultant, and correct any erroneous information therein.
- 3.3.4.** The Consultant shall take actions designed to ensure the security and confidentiality of student data.
- 3.3.5.** The Consultant will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of Student Data. Such notification will include the following steps: Upon discovery by the Consultant of a breach of Student Data, the Consultant shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.
- 3.3.6.** Student Data shall not be retained or available to the Consultant upon

expiration of the Agreement between the Consultant and City, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Consultant after the expiration of such Agreement for the purpose of storing student-generated content.

The Consultant and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.

3.3.7. The Consultant acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.

3.3.8. The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other Agreement entered into by the Parties concerning Student Data.

3.4. 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.

3.5. 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.

3.6. 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. In case of dispute, the City may remove the rubbish and charge the cost to the Consultant.

3.7. 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.

3.8. Standard of Performance. All services, materials, online programs, assessments, and training 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, reports, plans, deliverables, 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.

3.9. 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:

- 3.9.1.** 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.
- 3.9.2.** 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;
- 3.9.3.** 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.
- 3.9.4.** 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.

3.9.5. 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;

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

3.9.7. 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.

3.10. Reporting Requirement. If applicable or requested by the City, and as may be required by Title I Grant requirements, the Consultant shall deliver periodic written reports to the City's 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 an authorized signatory.

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. This section intentionally left blank.

5. 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.

6. Contract Term. Catapult shall commence all work and services provide all work, services, products, and licenses as required under this Agreement commencing upon execution of the Contract by the Mayor through June 30, 2026 ("Contract Term").

6.1. Time is and shall be of the essence for the provision of all training and other services provided herein. Catapult further agrees that the services shall be provided 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 Catapult and City, that the time for providing said services is reasonable. The Catapult shall be subject to City imposed fines and/or penalties in the event the Consultant breaches the foregoing dates.

7. Compensation. The City shall compensate Catapult for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 7.

7.1. Fee Schedule. The fee payable to the Consultant for the Initial Term of this contract shall not exceed **Two Hundred Seventy Six Thousand, Twenty-Four Dollars (\$276,024.00)**; said fees shall be based on the hourly rates as set forth in Consultant's "Pricing Approval" letter dated June 18, 2021, attached hereto as Attachment A.

7.2. Limitation of Payment. Compensation payable to the Consultant is limited to those fees set forth in Section 7.1. 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. Catapult shall submit invoices on a monthly basis to the City for work performed and provide backup documentation of each tutor's service. 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.

7.2.1. 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.

7.3. Review of Services. The Consultant shall permit the City to review, at any time, all services to be 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.

7.4. Proposal Costs. All costs of the Consultant in preparing its proposal for RFP No. 6571 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.

7.5. 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 and third party licenses, 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.

7.6. 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.

8. This section intentionally left blank.

9. Passing of Title and Risk of Loss. To the extent applicable, title to each item of, material, reports, assessments, plans, supplies, services, etc. required to be delivered to the City, if any, hereunder shall pass to City upon City payment to the Consultant for license.

10. Indemnification.

10.1. The Consultant shall indemnify, defend, and hold harmless the City and its boards, the City's Board of Education, commissions, agents, officials and employees from and against all third-party 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, licenses, equipment, materials, reports, plans, specifications, 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 (other than the services itself) including the loss of use resulting there from, or (ii) are caused in whole or in part by any willful or negligent act or omission of the Consultant, its employees, any subcontractor, 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.

10.2. 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 10.1 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.

10.3. 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.

10.4. 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.

10.5. Intellectual Property Indemnification. The Consultant shall indemnify, defend, and hold harmless the City and its boards, the City's Board of Education, commissions, agents, officials and employees from and against all third-party claims that the services provided by the Consultant under this Contract infringe the U.S. patent, copyright or trademark rights, or misappropriate the trade secret rights, of a third party; provided that the City shall promptly notify the Consultant of any such claim, grants the Consultant sole control of the disposition of any such claim, and cooperates with the Consultant in the disposition of any such claim (at the Consultant's expense).

10.6. In the event this Contract and/or the Consultant'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.

11. Consultant's Insurance.

11.1. The Consultant shall not commence work under this Contract until all insurance required under this Section 11 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.

11.2. 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.

11.3. 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.

11.4. 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:

11.4.1. 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.

11.4.2. 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 of loading and unloading of any auto including hired & non-owned autos.

11.4.3. Workers’ Compensation: Statutory Limits within the State of Connecticut Employers’ Liability:

EL Each Accident \$500,000.00 each occurrence

EL Disease Each Employee \$500,000.00 aggregate

EL Disease Policy Limit \$500,000.00

Catapult shall comply with all State of Connecticut statutes as it relates to workers’ compensation.

11.4.4. Abuse/Molestation Liability Insurance:

\$1,000,000.00 per Occurrence

\$1,000,000.00 Aggregate

11.5. 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.

11.6. 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.

11.7. Certificates of Insurance: The Consultant's General, Automobile and Excess/Umbrella Liability Insurance policies 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 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 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 Worker's Compensation and Professional Liability as their interests may appear"**. 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.

11.8. 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.

12. 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.

12.4. 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.

12.5. 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.

12.6. 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.

12.3.1. 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.

12.3.2. 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.

- 13. 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, 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.

13.1.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.

13.2.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, 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.

14. Termination.

14.1.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 give the Consultant thirty (30) calendar days prior written notice and an opportunity to cure by the end of said thirty (30) day period and, if such failure or violation remains uncured, may terminate this Contract with immediate effect.

14.1.1. In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc., except for the Pre-Existing Work Product of the Consultant which shall remain the exclusive property of the Consultant (Pre-Existing Work Product”), 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 seek just and equitable compensation for any satisfactory work completed for such.

14.1.2. 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.

14.2. 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.

14.3. 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; provided, however, that the City represents and warrants that funds sufficient for this Contract have been appropriated for the current [2020-21] year.

14.3.1. 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.

14.3.2. 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.

14.3.3. 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.

14.4. Rights Upon Cancellation or Termination.

14.4.1. Termination for Cause. To the extent applicable, 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, assessments data, studies, reports, deliverables, etc., except for the Pre-Existing Work Product, 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.

14.4.2. Termination for Lack of Funding or Convenience. In the event of termination of this Contract by the City for lack of funding, 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., except for the Pre-Existing Work Product, 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, 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.

14.4.3. Termination by the Consultant. To the extent applicable, 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 and, if such breach remains uncured, the Consultant may terminate this Contract with immediate effect. 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.

14.4.4. Assumption of Subcontracts. To the extent applicable, 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.

14.4.5. 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).

14.5. For purposes of this Section 14., “Pre-Existing Work Product” shall mean any such documents, data, studies, assessments, data, studies, reports, specifications, deliverables, etc. developed, created, or prepared by the Consultant prior to execution of this Agreement.

15. 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, except for the Pre-Existing Work Product as defined above in Section 14.5 of this Agreement, the final Instruments of Professional Services, including, but not limited to the services, documents, assessments, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City, where applicable, upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services. If any such Pre-Existing Work Product contains Consultant's intellectual property that is or could be protected under federal copyright, patent or trademark laws, Consultant hereby grants the City a perpetual royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so during the term of the Contract. The City claims no right to any Pre-Existing Work Product of Consultant provided to the City by Consultant in the performance of this Contract, except to copy, use or re-use any such work product for the City's use only during the term of this Contract.

16. 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:

16.1. Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions;

16.2. war, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest, riots, or epidemics;

16.3. acts of governmental authorities such as expropriation, condemnation, changes of law and order or regulations, proclamation, ordinance, or other governmental requirement;

16.4. strikes and labor disputes; and

16.5. 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.

17. 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. 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.

17.1. 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.

18. 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.

19. 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.

20. 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.

21. **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.
22. **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.
23. **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).
24. **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.

- 25. 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.
- 26. This section intentionally left blank.**
- 27. Contract Change Orders.**
- 27.1.** 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:
- 27.1.1.** within the scope of the original Contract OR is made pursuant to a provision in the original Contract, AND
- 27.1.2.** 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
- 27.1.3.** the Final Completion Date has not been changed.
- 27.2.** Notwithstanding the foregoing subsection A, a Change Order shall not include:
- 27.2.1.** an upward adjustment to a Consultant's payment claim, or
- 27.2.2.** a payment increase under any escalation clause set forth in the original contract, or any Change Order, or any amendment.
- 27.3.** 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.
- 28. 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. 6571; (ii) Addendum #1 to RFP No. 6571; (iii) Consultant's "Pricing Approval" letter dated June 18, 2021; (iv) Consultant's Revised Proposal in regard to services to be provided dated February 19, 2020; and (v) Catapult's Proposal responding to the aforementioned RFP No. 6571.

28.1. 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.

28.2. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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: Catapult Learning, LLC
2 Aquarium, Drive, Suite 100
Camden, NJ 08103

City: City of Waterbury
Department of Education
236 Grand Street, 1st Floor
Waterbury, CT 06702

With a Copy to: City of Waterbury
Office of the Corporation Counsel
236 Grand Street, 3rd Floor
Waterbury, CT 06702

- 34. 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:
- 34.1.** 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.
- 34.2.** 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.
- 34.3.** 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.
- 34.4.** 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.

- 34.5.** 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.
- 34.6.** 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 34.6, 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 34.6 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.
- 34.7.** 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 34.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.
- 34.8.** The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 34.1-34.7.
- 34.9.** 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.
- 34.10.** 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"]

- 34.11.** 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.
- 34.12.** 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.
- 34.13. 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.
- 34.14. 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.
- 34.15. 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 Agreement on the dates signed below.

WITNESSES:

CITY OF WATERBURY

Sign: _____
Print Name: _____

By: _____
Neil M. O’Leary, Mayor

Sign: _____
Print Name: _____

Date: _____

WITNESSES:

CATAPULT LEARNING, LLC

Sign: _____
Print Name: _____

By: _____
Print Name: _____

Its: _____
(Title)

Sign: _____
Print Name: _____

Date: _____

ATTACHMENT A

- 1.** City of City of Waterbury RFP No. 6571 consisting of 10 pages, excluding attachments, attached hereto;
- 2.** Addendum #1 to RFP No. 6571, dated February 11, 2020, consisting of 2 pages, attached hereto;
- 3.** Catapult's Revised Cost Proposal to RFP No. 6571, submitted September 17, 2020, consisting of 1 page, and as modified by Consultant's "Catapult Pricing Approval" letter, dated June 18, 2021, consisting of 1 page, both attached hereto;
- 4.** Catapult's Response to RFP No. 6571 (excluding required contract compliance documents), dated February 19, 2020, consisting of 26 pages, attached hereto;
- 5.** State of Connecticut, Department of Education "Grant Award Notification" Revision, Grant No. 151-000 12060-20679-2021-82070-170002, "Title I Part A," dated October 22, 2020, consisting of 1 page, attached hereto;
- 6.** Any and all amendment(s) and Change Orders, issued by the City after execution of Contract (incorporated by reference);
- 7.** Certificates of Insurance (incorporated by reference);
- 8.** All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference); and
- 9.** All licenses (incorporated by reference).

REQUEST FOR PROPOSAL #6571
BY
THE CITY OF WATERBURY, EDUCATION DEPARTMENT
WATERBURY NON-PUBLIC SCHOOLS (TITLE I) TUTORING SERVICES

The City of Waterbury, Education Department, (hereinafter "City"), is seeking one or more proposals for tutoring services in core academic subjects, i.e., reading, mathematics, science, etc. for students in Kindergarten through twelfth grade who attend Waterbury Non-Public Schools.

A. Background and Intent:

The purpose of this request is to obtain Tutoring Hourly Rate Cost Proposals for the period beginning March 1, 2020 through February 28, 2023 from a proposer or proposers to provide experienced, certified teachers to serve as tutors for the Waterbury School District as needed, to work with non- public school students in Waterbury, as required by Title 1 Part A of the Elementary and Secondary Education Act as amended and the Waterbury School District. The City anticipates creating a list of qualified tutoring service organizations that meet minimum qualifications from which the City will select later for tutoring needs, as they arise.

B. Qualifications:

Eligible proposers will be those vendors, consultants, businesses, and institutions that have the following qualifications:

1. Ability to provide tutoring services with certified teachers. Service providers will have tutors who have experience working with students from ages 5 to 21, including those with a disability, in the provision of tutoring services for reading and mathematics.
2. Ability to provide multiple tutors to provide tutoring services with availability on Monday through Friday, during and/or after school session, at Waterbury Non-Public Schools.
3. Experience and expertise in providing the types of or similar services as those outlined in the Scope of Services in this RFP.
4. Documented record of success in providing tutorial services for school districts.
5. Knowledge of and experience in providing tutoring services which are in compliance with all relevant federal and state laws and regulations including but not limited to the laws, regulations and policies relating to Title 1, IDEA, Section 504, FERPA and confidentiality of student records.
6. Ability to provide tutors who have current Connecticut Teaching Certification for Elementary Education (K-8), middle school and secondary education certification depending on assignment, and have certification in core academic subjects, i.e. reading, math, science, etc. or align with ESSA certification requirements.

7. Ability to provide tutors who have special skills, including but not limited to tutors with experience with teaching students with disabilities or English as a Second Language Learner (ESL) students.
8. Experienced tutors who will comply with achievement goals and timetables established by teachers, designees and LEA.
9. Comply with the requirements of Letter H (Proposal Requirements and Required Formats) of this RFP.

C. Scope of Services:

Tutoring Services by the proposer/vendor will:

1. agree to meet student achievement goals and timetables as agreed upon by the tutor, the teacher, school staff, parent(s), student and LEA. If a tutor fails to meet student achievement goals and timetables, the City has the right to request an alternate tutor or to terminate the agreement for tutoring services.
2. assure that each tutor develops specific and/or appropriate achievement goals that include the date, time, duration, number of students, names of students, attendance records, and student progress in conjunction with the teacher, school staff, parent(s), student and LEA for each student receiving tutoring services.
3. create a specific and appropriate timetable for improving the student's achievement and review and adjust the timetable with teacher, school staff, parent(s), student and LEA on a weekly basis.
4. measure each student's progress and inform the teacher, school staff, parent(s), student and LEA of that progress monthly with a date to be agreed to by all parties.
5. assure that each tutor keeps track of hours and services performed, noting absences by student and by tutor. When a tutor misses a session, the tutor must make up the session in a timely manner.
6. assure that each tutor, in addition to the achievement goals and timetable referenced earlier, the tutor will comply with Individual Reading Improvement Plans for all students who have been identified as Substantially Deficient in Reading by their regular teacher.
7. assure that in the case of a student with a disability, the achievement goals, measurement and reporting of progress, and timetable described above must be consistent with the student's service plan, if any, under the IDEA. These services are in addition to, and not a substitute for, the instruction and services required under the IDEA and should not be written into student service plans.
8. assure that tutors use of individual and/or small group instruction as determined appropriate by the non-public school, tutor and LEA.

9. assure that the tutoring services proposer/vendor and each tutor complete all reports and documents as required by the Waterbury School District and as required by the Every Student Succeeds Act (ESSA).
10. send all copies of all student progress reports to the designees for the Waterbury School District and the Non-Public School the student is attending.
11. assure that all tutors follow all City procedures and requirements as set forth by the Waterbury School District, and submit to criminal background checks, Department of Children and Families Registry checks, fingerprinting and drug screening of each tutor prior to placement with students.
12. invoice the City for work performed and provide backup documentation on a monthly basis of each tutor's service, compile data and other information as requested by the City to insure that students are meeting achievement goals, reading improvement plans and timetables for improving student achievement.
13. maintain confidentiality of all student information created, maintained or possessed by the proposers/vendors and insure all student information is provided to the Waterbury Public Schools and the Non-Public school to which they are assigned.
14. assure that services are secular, neutral and nonideological.

D. Agreement Period:

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be February 1, 2020 through January 31, 2023.

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 eProcurement website and must be received **by February 7, 2020 at 2:00 PM**. 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 with regard to this RFP, **along with any**

changes or amendments to this RFP, will be available via the City of Waterbury eProcurement website by **February 11, 2020, 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 Waterbury Public Schools School Business Office (Title I) and the Waterbury Board of Education.

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 **90** 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 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. The proposer also agrees to meet all of the insurance requirements set forth in the standard agreement (Attachment B) under Section 9, Consultant's insurance on pages 8 through 10.
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:

Proposal must include City of Waterbury, Education Department required attachments.

Proposals submitted must have a header on each page as format allows that identifies program name and address, RFP number and grant year. Each proposal must be bundled with a binder clip (NO STAPLES) and paginated. All attachments must be bundled at the back of the application and each labeled with program name and section referenced.

Please provide one (1) original copy (clearly identified as such) and two (2) paper copies of the proposal, as well as a copy of the original proposal in pdf format on a CD or flash drive.

Proposals must be received at the following address no later than **11:00 a.m. on February 19, 2020.**

Mr. Kevin McCaffery
Director of Purchasing
City of Waterbury
235 Grand Street
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 indicate 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:
 - i. Organization name and the name, title, address and telephone number of a responsible contact person.
 - ii. 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.
 - iii. 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. 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. Please describe the approach that would be generally followed in undertaking the Scope of Services in Section C above.
- 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 single **hourly rate for tutors with Connecticut State Certification for each year for three years, with three one-year options** for services performed in accordance with this RFP, 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. Have you ever exceeded the amount of the contract you were awarded? If so, provide the details of what happened.
- h. 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 requirement 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 Proposal.

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.
 - i. Judges on work plan and qualifications of named tutors
 - ii. Availability of tutors
 - iii. Variety of types of tutors
 - iv. Review of documented records of success
 - v. Experience of tutors and teachers who are certified
- 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:

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". See Attachment D.

L. State Set-Aside Requirements (N/A):

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.

KEVIN McCaffery
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

ADDENDUM #1

February 11, 2020

RFP #: 6571

Project Title: Waterbury Non-Public Schools (Title I) Tutoring Services

Please find questions and answer below.

1. Question:

a. Has your school district provided similar tutoring before?

Answer: Yes.

b. If so, can you share the # of students who received the services?

Answer: 41 students eligible for Math and 41 students eligible for Reading/English Language Arts.

c. How many school sites are you looking to service?

Answer: One.

d. Is there any budget info you can share for these services?

Answer: Title I funding.

e. Are you open to live online tutoring?

Answer: No.

2. Question: How many students were eligible to receive services for the 19-20 school year?

Answer: 60 students.

3. Question: How many providers are currently approved for services with the district?

Answer: None.

4. Question: What are the current allocations across non-public schools in Waterbury?

Answer: Total \$377,900.14

5. Question: How many non-public schools currently participate in services?

Answer: None.

6. Question: Can we submit pricing and programs for additional ESSA services like small group intervention, counseling and professional development?

Answer: No.

7. Question: How will schools be made aware of approved vendors?

Answer: Waterbury Public Schools contacts interested parties/schools.

Thank you.

Amy Lopez

Assistant Director of Purchasing, City of Waterbury



June 18, 2021

Waterbury Public Schools
Chief Academic Officer
236 Grand Street, Room 160
Waterbury, Connecticut 06702

RE: Catapult Pricing Approval

Dear Mr. Schwartz:

Catapult Learning will hold the bid pricing for RFP#6571 and is requesting a yearly 3% increase for years 23-24, 24-25 and 25-26 as discussed with School Business Office staff. Hourly pricing follows:

- 20-21 at \$58 per hour
- 21-22 at \$59 per hour
- 22-23 at \$60 per hour
- 23-24 at \$61.80 per hour
- 24-25 at \$63.66 per hour
- 25-26 at \$65.57 per hour

Thank you for your consideration.

Sincerely,

Jennifer O'Reilly

Jennifer O'Reilly
Regional Director
857-222-2799
Jennifer.oreilly@catapultlearning.com

MICHAEL LeBLANC
DIRECTOR OF FINANCE



PHONE: (203) 574-6840

OFFICE OF THE DIRECTOR OF FINANCE
THE CITY OF WATERBURY
CONNECTICUT

Certification of Funds

**Education Department Contract between the City of Waterbury and
Catapult Learning, LLC – CRT20-340**

This letter is to certify that, regarding the above referenced, proposed contract or purchase order, pursuant to City of Waterbury Ordinance 38.004(A)(1)(c), sufficient funds are included or will be proposed in the fiscal year 2022 through fiscal year 2026 Title I Non-Public Grants in an aggregate amount not to exceed \$276,024. The contract provides for a termination for non-appropriation.

Total Amount:	\$276,024
Description:	Waterbury Non-Public Schools (Title I) Tutoring Services
Source of Funds:	Title I Non-Public Grants

Signed:


Michael LeBlanc, Finance Director

Date:

6/21/21
June 21, 2021

Cost Schedule

Per the RFP requirements, we have included our cost schedule and proposal in a separate sealed envelope marked "Confidential: Cost Proposal." Please see below for our pricing, which is for the 2020-2021, 2021-2022 and 2022-2023 school years.

Tutoring Services for Waterbury Non-Public Schools 2020-2021, 2021-2022 & 2022-2023	
Program Length:	Up to 32 weeks
Program Days:	Monday – Friday (services to be provided in this day range)
Grades Targeted:	K-12
Curriculum:	Tutorial Model using district's curriculum*
Student-to-Teacher Ratio:	Up to 6:1 = one trained Catapult Learning tutor working with groups of up to six students**
Sessions per Week:	A minimum of 2 sessions per week
Session Length:	Up to 45 minutes per session
Training:	Catapult Learning will train our teachers in how to implement the district's curriculum and program
Management:	Includes program setup, program management, program evaluation, quality controls, and progress reporting
Pricing for 2020-2021	
Hourly Price:	\$60.11 per hour***
Pricing for 2021-2022	
Hourly Price:	\$61.31 per hour***
Pricing for 2022-2023	
Hourly Price:	\$62.54 per hour***
<p><i>*If use of Catapult Learning's curriculum is requested, pricing will be adjusted.</i></p> <p><i>**Catapult Learning realizes that some schools may desire smaller group size or more individualized services for students. This can be accomplished within the structure of the program we have proposed, as long as it is with the understanding that fewer students will be served for the same dollar amount.</i></p> <p><i>***Hourly Rate is per scheduled teacher hour. Teacher hours include all hours required to operate the program including but not limited to direct service time with students, parent conferences and team meetings. This hourly rate includes all costs associated to operate the tutoring program including but not limited to student teacher and classroom supplies. The district will not be invoiced separately for additional materials related to the operation of the program.</i></p> <p><i>Catapult Learning's Small group instruction and Counseling will be priced separately as individual line items in addition to the tutoring hourly rate.</i></p> <p><i>Total program hours will be determined based on the allocation received by the school.</i></p> <p><i>The quoted prices will be honored for 90 days from the date of this proposal. All pricing is dependent upon the specific parameters outlined in this proposal. Any changes made to the program parameters could result in a change in price.</i></p>	

**Request for Proposals by the City of Waterbury, Education Department
Waterbury Non-Public Schools (Title I) Tutoring Services**

RFP # 6571 Waterbury Non-Public Schools

Waterbury, CT

Due: February 19, 2020 at 11:00 AM

ELECTRONIC COPY



February 19, 2020

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

Re: RFP # 6571 Waterbury Non-Public Schools, Non-Public Schools (Title I) Tutoring Services

Dear Mr. McCaffery,

Catapult Learning is pleased to provide a response for The City of Waterbury, Education Department's Request for Proposals (RFP #6571) entitled "Non-Public Schools (Title I) Tutoring Services." We have a proven record of student achievement, comprehensive service, timely start-up, minimal service disruptions, and strict adherence to program costs. We are the largest provider of educational services in the country, providing curriculum, staffing, training, quality assurance, and structure to ensure program success; we are very proud of our local Connecticut district partnerships. We have demonstrated strong long-term management and consistently improved academic results nationwide.

Waterbury non-public schools can benefit from our individualized approach and 40+ years of experience partnering with schools in 41 states to achieve a shared vision of helping more students and districts achieve better outcomes. As a leading provider of contracted educational services nationally, we are experienced in operating both school and district-wide education programs and are highly knowledgeable regarding the regulations that govern such programs. With uncompromising commitment to educational quality, our research-based and technology-enabled K-12 programs and staff can attain sustained academic gains by supporting students, building teacher capacity, and developing and utilizing strategies for creating positive academic results.

Our individualized tutoring program addresses needs on a student level, ensuring that each service provided is of excellent quality and is provided by highly qualified and experienced educational professionals. Our instructional tutoring programs include student assessment, progress monitoring and reporting, ancillary materials, as well as tutor training and management to ensure success and consistency throughout the program.

Should you have any questions or desire additional information, please contact me via phone at (973) 464-3323 or by email at annemarie.hochkeppel@catapultlearning.com.

As your dedicated partner, Catapult Learning will work with school leaders and share your educational goals in delivering tutoring services and related programs to Waterbury non-public school students and families to increase academic achievement and success while monitoring and emphasizing ESSA Title I compliance.

Sincerely,

Annemarie Hochkeppel

Annemarie Hochkeppel
Vice President of Educational Partnerships

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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 of your present name?

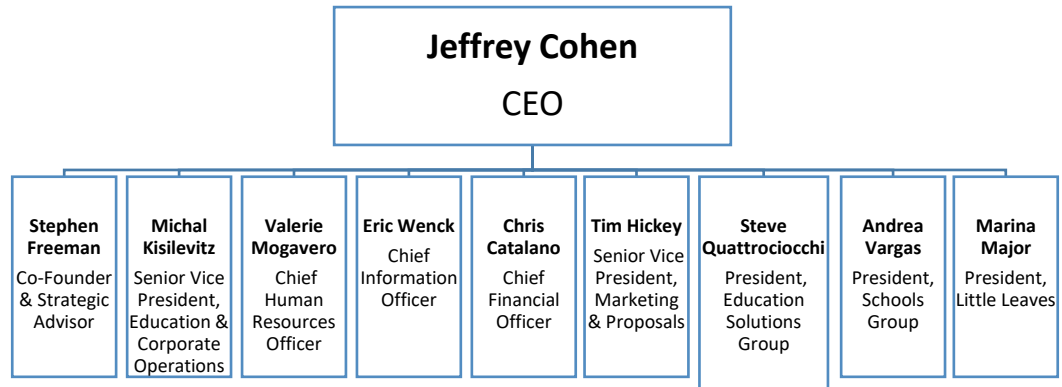
Name: Catapult Learning, LLC
Address: 2 Aquarium Drive, Suite 100
Camden, NJ 08103
Phone: 800-841-8730
Fax: 856-831-7866
Website: <https://www.catapultlearning.com>
Email address: info@catapultlearning.com

Founded in 1976, Catapult Learning has been providing educational services to students, teachers, and administrators in schools and districts for more than 40 years. The current management team has been in place for the last three years.

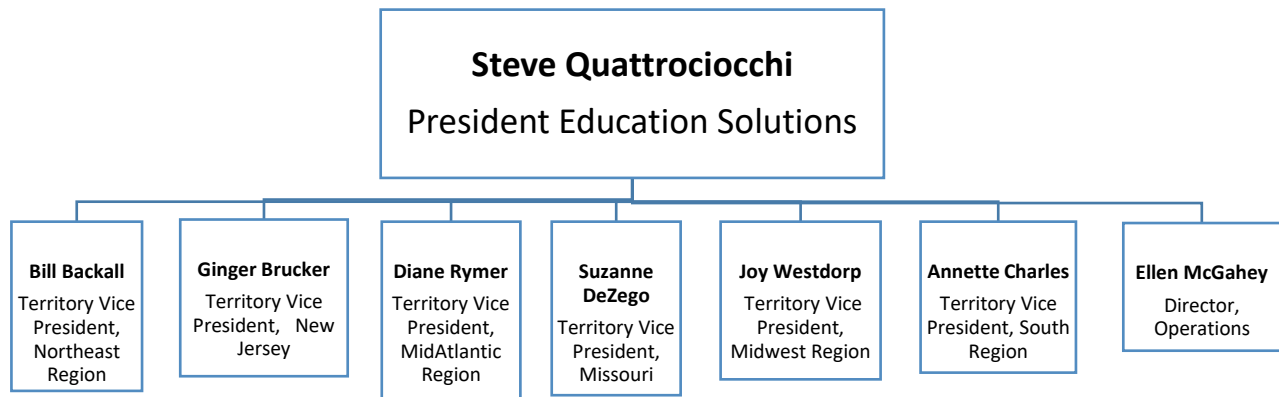
- f. Names, titles, reporting relationships, and background and experiences of the principal members of your organization, including officers.

Our proposed project team is responsible for the performance of this contract and their reporting relationships. Our Instructional Supervisor will oversee all tutors. The Vice President will serve as a project manager for this contract. The Vice President will generate regular reports for this program to the Senior Vice President. The management team will immediately address all concerns and/or questions relating to our Academic Support program.

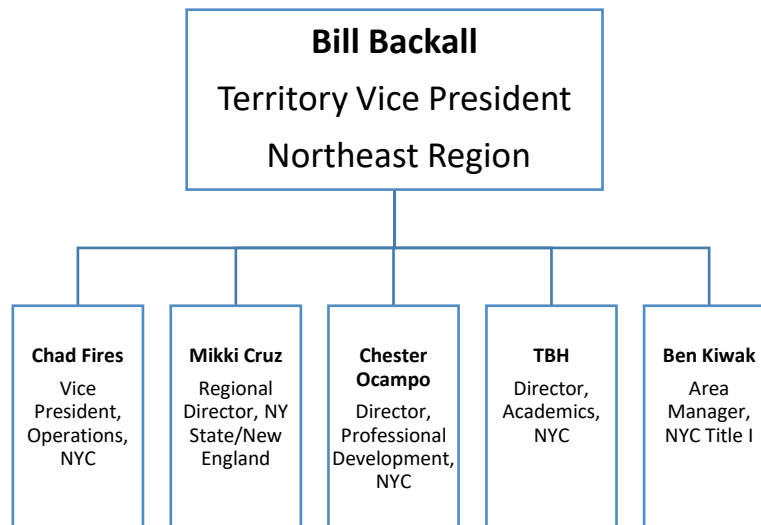
Corporate Organizational Chart



Education Solutions Leadership



Education Solutions – Northeast Team



Experience of Key Staff

Catapult Learning has 40+ years of experience hiring, training, and supervising teachers, clinical services staff, and paraprofessionals who provide contracted services in non-public schools. We bring the depth of our experience to implementing a comprehensive, integrated program of services for Waterbury non-public schools.

We interview and research extensively all new Catapult Learning employees working in this program to ensure that they can provide quality educational services and working effectively with children. We recruit and place new staff according to need. We perform criminal background checks on all new staff. New staff members receive performance reviews after 60 days and again at the close of each school year. We welcome recommendations from school administrators and the district for staff positions.

To help ensure quality services, we have developed a system of personnel management to maximize staff motivation, commitment, and skill, while keeping personnel costs reasonable. We pay a competitive salary, which is reviewed annually with increases based partially on merit.

Catapult Learning provides a robust, competitive and comprehensive benefits package. We offer many benefits to employees, which helps us to attract highly qualified and dedicated individuals. Our employee retention rates are higher than most companies in our industry. We value our employees and have maintained positive morale, steady motivation, and minimal staff turnover by communicating this effectively to our staff. Our experience in employing and managing large numbers of professionals renders us a reliable service provider.

Please see section 2.C. for resumes of our key personnel for this project.

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.

Unparalleled Experience and Service

For over 40 years, Catapult Learning has been dedicated to improving academic achievement for students from pre-K to grade 12 through a variety of services and programs, including intervention for struggling learners, teacher capacity-building, Title I services, and programs to increase graduation rates.

For over 40 years, Catapult Learning has established a proven record of success delivering a variety of services to the K-12 community. Our organization pioneered the concept of an Educational Service Provider (ESP), honing our people, tools, infrastructure, and resources to deliver powerful solutions to elevate educator capacities, enhance learning environments, and improve student outcomes.

The ESP model means our solutions are infused with an unparalleled level of service and support, ensuring a successful implementation from startup through completion and beyond. The model, rooted in a few key approaches, allows Catapult Learning to deliver more than just materials, tools, people, or products for non-public schools in Waterbury — it allows us to create, maintain, and deliver a coherent, comprehensive solution for participating schools.

Catapult Learning's solution will provide tutoring services. Our proposed solution will:

- Ensure Academic Learning Time is present in all lessons so that all students can achieve academic success
- Provide tutoring services with certified teachers
- Enable non-public schools to maintain compliance with Title I regulations

b. Summary of Relevant Experience

For 40 years, Catapult Learning and our predecessor companies have partnered with education institutions, government agencies, and community groups to provide outcomes-based learning programs that are tailored to individual student, instructor, and school needs, and that produce positive school change and student academic results. Catapult Learning is currently the largest, most experienced provider of contracted educational services to schools and school districts nationwide. Last year we served more than 300,000 students. Catapult Learning addresses specific educational challenges in both public and non-public schools as we work to improve the academic achievement of students and adults.

Our programs employ over 5,000 full- and part-time staff members annually across 500 school districts, including 18 of the 20 largest school districts in the United States. We designed our streamlined administrative structure to ensure that we meet planned, agreed-upon goals in a highly cost-efficient manner. Our managerial expertise enables us to integrate our programs seamlessly into your school(s),

thus alleviating and even eliminating complex administrative responsibilities from the districts and schools we serve.

Headquartered in Camden, NJ, with programs throughout New England, Catapult Learning has the financial and organizational capacity for startup and delivery. Our managerial expertise enables us to integrate our programs seamlessly into your school(s), thus, alleviating and even eliminating complex administrative responsibilities from the districts and schools we serve. Catapult Learning addresses specific educational challenges throughout the country in urban schools as we work to improve the achievement success of schools. With a successful business track record of providing contracted, government-funded educational services to school districts across the nation, we have startup and operating procedures well in place. We have substantial financial resources, excellent credit ratings and bank references. Our sources of capital are sufficient to finance all startup operating expenses. In the history of Catapult Learning and its predecessor companies, we have never had a problem starting up or continuing contracted services due to lack of capital to support our efforts.

Catapult Learning was originally founded as READS. In 1995 we were purchased by Sylvan Learning/Educate, Inc. In 2008 we became a stand-alone company. Since then we have purchased 21st Century Learning, NESI, SESI, Literacy First, Newton Alliance, and Drop Back In Academies (DBIA). A section of our corporation contracts and operates under the name Catapult Learning West, LLC.

National Experience Providing Title I, III, and IV Services

Catapult Learning is the largest provider of contracted instructional services to non-public schools nationwide. This school year, more than 5,000 educators provide our services in 41 states and 10 countries. Below and on the following page, we list the major districts where we currently provide Title I, Title III, and/or Title IV services to private school



students in these areas: reading and/or math instruction; EL services; counseling; STEM; STEM robotics; family engagement; and/or professional development.

Arizona
Nogales SD, Sunnyside SD, Tucson SD
California
Compton USD, Corcoran JUSD, Downey USD, Los Angeles USD, Long Beach USD, Lynwood USD, Montebello USD, Riverside USD, San Francisco USD, Westminster USD
Colorado
Denver Public Schools
Connecticut
Bridgeport Public Schools, Meriden SD, Waterbury SD
District of Columbia
U.S. Department of Education
Florida

Bay County, Brevard County, Broward County, Collier County, Columbia County, Duval County, Flagler County, Hernando County, Hillsborough County, Lake County, Miami-Dade County, Orange County, Osceola County, Pinellas County, Polk County, Sarasota County

Georgia

Fulton County Public Schools; Henry County Public Schools

Illinois

Chicago Public Schools

Kentucky

Jefferson County Public Schools

Louisiana

Jefferson Parish Public School System, Orleans Parish Public Schools, St. John the Baptist Parish School District

Maryland

Baltimore City Public Schools, Harford County Public Schools

Massachusetts

Springfield Public Schools, Worcester Public Schools, Boston Public Schools

Minnesota

Minneapolis Public Schools, Osseo Area Schools, Saint Paul Public Schools, South Saint Paul Public Schools

Nevada

Clark County Public Schools

New Jersey

Clifton Public SD, Hamilton Township SD, Hoboken Public Schools, Lakewood Public SD, North Bergen SD, Passaic Public SD, Paterson Public Schools, Trenton Public SD, West New York SD, East Orange SD

New York

Buffalo Public SD, New York City Public Schools District, Yonkers SD, Albany SD, Schenectady SD, Greece SD

North Carolina

Wake County Public School System, Wayne County Public Schools, Carteret County Schools

Ohio

Columbus City Schools, Community Schools, Dayton Public Schools, Hillard City Schools, Kettering City Schools, Mad River Local Schools, Mason City Schools, Newark City Schools, Northwest Local Schools, Southwest Local Schools, Springfield City Schools, Sycamore Community Schools, Trotwood-Madison City Schools, Winton Woods City Schools

Oklahoma

Oklahoma City Public Schools

Oregon

Centennial Schools, David Douglas Schools, Gresham-Barlow Schools, Parkrose Schools, Portland Public Schools, Reynolds SD 7

Pennsylvania

Allentown Intermediate Unit, ARIN Intermediate Unit, Armstrong SD, Beaver Valley Intermediate Unit, Blairsville-Saltsburg SD, Bucks County Intermediate Unit, Harrisburg SD, Indiana Area SD, Keystone SD, Leechburg Area SD, Marion Center SD, Oil City Area SD, Philadelphia SD, Schuylkill Intermediate Unit 29, Westmoreland Intermediate Unit

Rhode Island

Central Falls, Pawtucket School Department, Woonsocket SD

Tennessee

Metropolitan Nashville Public SD

Texas

Calhoun County ISD, Houston ISD, Mansfield ISD, Region 10 ESC, Region 11 ESC, Victoria ISD

Washington

Seattle Public Schools, Tacoma Public Schools

Wisconsin

Milwaukee Public Schools

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.

1. Tutoring services for Catholic Academy FY2019, purchase order #164946.

c. Personnel Listing

A completed 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.

On the following pages, we include resumes outlining the experience of our key staff members that would be associated with this project. Our senior management team is composed of dedicated educators including Bill Backall, Territory Vice President. Many team members have been with Catapult Learning and our predecessor companies for over 20 years. We also include a job description for a Catapult Learning teacher.

Bill Backall, Senior Vice President of Operations, Northeast

Catapult Learning Experience (and predecessor companies)

Senior Vice President of Operations, Northeast	2015 – Present
Regional Vice President	2008 – 2015
Executive Director	2006 – 2008
Executive Regional Director	2000 – 2006
Catapult Learning, LLC	Camden, NJ
<ul style="list-style-type: none">• Operate programs in schools across the northeast• Manage the hiring, training, and functioning of regional directors and area managers• Work closely with Education Quality and Research and Evaluation support teams to ensure program quality and effective program evaluation• Coordinate with Human Resources to facilitate sound recruitment and staff management strategies implemented throughout the region• Expand existing business by continued presence in the marketplace and by presenting products that strategically meet emerging and current needs• Oversee the team effort in developing proposals and budgets for new service programs	

Other Relevant Work Experience

Adjunct Instructor	Fall 2000-2015
Delaware County Community College	Media, PA
Area Manager	Philadelphia, PA
Waste Management	Philadelphia, PA
Regional Sales Manager	New York, NY
Regional Sales Manager	Philadelphia, PA
Division Manager	Philadelphia, PA
Division Sales Manager	Philadelphia, PA
Divisional Sales Manager	Baltimore, MD
Superior Services, Inc.	1994-2000
Management	1983-1993
Terminix International/Service Master	Philadelphia, PA
Management	1976-1983
A & P Corp.	Philadelphia, PA

Education

Wilmington University	Wilmington, DE
DBA Program for Leadership	2017
Drexel University	Philadelphia, PA
M.B.A., Management Information	1987
Villanova University	Villanova, PA
B.S., Business Administration, Marketing minor	1976

Mikki Cruz, Regional Director

Catapult Learning Experience

Regional Director

2009 – Present

Catapult Learning, LLC

New York, NY

- Oversees all operational plans and improvement initiatives to position the New York regional office as the largest provider of professional development within the private and religious educational community
- Coordinate plans and monitor daily operational functions
- Institute training programs that maximized staff development for teachers, supervisors, coaches, and presenters
- Oversees various programs such as speech, occupational therapy, SETSS, English-Yiddish instructional programs, international-Spanish professional development programs, and public and non-public professional development programs

Other Relevant Work Experience

Regional Manager

2006 – 2009

Educate Online

New York, NY

- Managed and realigned all operational plans and improvement initiatives to position the New York regional office as the largest online provider of Supplementary Education Services (SES) projecting a 34% growth in students served and a revenue increase of 35% over the last two years
- Directed regional and field operations and strengthened government relations at the state level while providing strategies to prompt growth in sales and marketing

Branch Manager

2001 – 2006

Scholastic Book Fairs

Deer Park, NY

- Managed and maintained the integrity of daily book fairs of a 41,500 sq. ft. center
- Assumed the roles of site project manager for the new facility
- Provided strategic direction to staff of more than 50 employees consisting of sales and field representatives, product coordinator, office generalists, and supervisors

Manager

1993 – 1999

Sony Retail Entertainment

New York, NY

- Sole leader responsible in maintaining effective operations of a multi-unit 20,000 sq. ft. flagship store
- Orchestrated event planning for large corporate events, sales meetings, and presentations
- Large dealings with corporate, international, and special customer accounts

General Manager

2000

The Limited

Westbury, NY

Regional Manager

1999 – 2000

Planet Hollywood

New York, NY

Education

New York State University

New York, NY

B.S., Business Management

2014

New York City Technical College

Brooklyn, NY

Advertising and Design

TEACHER/TUTOR, NON-PUBLIC TITLE I PROGRAMS

REPORTS TO: SUPERVISOR/REGIONAL DIRECTOR

SUMMARY

To provide contractual services with the necessary educational expertise in reading, writing skills, mathematics and related areas; to diagnose learning (educational) problems and design appropriate programs; to consult with supervisors and directors to develop educational strategies; to demonstrate commitment to students

Teachers can be part time or full time.

ESSENTIAL JOB FUNCTIONS

- Determine designs and deliver instruction in readiness, reading, mathematics, ESL, speech, supplementary instruction and/or writing skills to eligible students through utilization of Catapult Learning and other appropriate materials and educational strategies
- Develop and maintain individual skill-appropriate lesson plans
- Establish and maintain a cooperative relationship with classroom teachers, principals, supervisors and directors, including providing achievement objectives and updated, approved schedules of service
- Attend and document conferences/meetings with classroom teachers, principals and parents as required by Catapult Learning, local, state and/or federal agencies
- Maintain inventory of educational materials and supplies
- Maintain an orderly and safe classroom environment
- Ensure supervision of students at all times, including escorting students safely between school site and mobile/trailer classroom where necessary
- Identify and enroll eligible students through existing test scores, administering tests and/or other acceptable methods as required by local, state and/or federal agencies
- Establish and maintain student forms and files as required by Catapult Learning, local, state and/or federal agencies
- Other duties as assigned

KNOWLEDGE, SKILLS AND ABILITIES REQUIRED

Requires a bachelor's degree and valid teaching certificate in appropriate areas specified by Title I NCLB. Must have knowledge of implementing educational goals and objectives through teaching strategies. Must be able to teach all skills and interact with students and administrators. Must understand and believe that all children can learn. Must be flexible. Teaching experience and working knowledge of Microsoft Office preferred. Must hold a Connecticut teaching certification.

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.

3. Statement of Qualifications and Work Plan

a. 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.

In this section, we address each of the qualification areas listed in Section B. Qualifications in the RFP.

1. Certified Teachers

Catapult Learning can provide tutoring services in reading and math with qualified teachers who have experience working with students from ages 5-21, including those with disabilities.

2. Multiple Tutors

We can provide multiple tutors with availability from Monday through Friday during and/or after school at Waterbury non-public schools.

3. Experience and Expertise

Catapult Learning has experience and expertise in delivering the requested services. We have been providing services of a similar nature nationwide for 40+ years.

4. Record of Success

We possess documented records of success in providing tutorial services for districts nationwide.

5. Knowledge and Experience

Catapult Learning has knowledge of and experience in providing tutoring services which follow all relevant federal and state laws and regulations including but not limited to the laws, regulations and policies relating to Title 1, IDEA, Section 504, FERPA and confidentiality of student records.

6. Connecticut Certified Teachers

If awarded services under this RFP, we will hire and train tutors with Connecticut Teaching Certifications for Elementary Education (K-8), middle school and secondary education certification depending on assignment, and/or certifications in core academic subjects, i.e. reading, math, science, etc. or aligned with ESSA certification requirements.

7. Special Skills

If awarded services under this RFP, we will ensure that tutors will be assigned with special skills where needed. Skills include but are not limited to teaching students with disabilities and/or ESL students.

8. Experienced Tutors

If awarded services under this RFP, we will hire and train experienced tutors that will comply with achievement goals and timetables established by teachers, designees, and the LEA.

9. Letter H Compliance

Catapult Learning confirms compliance to Letter H of the RFP (Proposal Requirements and Required Formats).

b. Work Plan

Please describe the approach that would be generally followed in undertaking the Scope of Services in Section C above.

Catapult Learning will develop a customized small-group tutoring program for eligible students to meet the specific needs of Waterbury non-public schools for school years within 2020-2023. By partnering with Catapult Learning, eligible students in participating will achieve the greatest academic results. Services will be available to students in the program Monday through Friday either during or after school hours.

We will work closely with district and school administrators to ensure that we create a program that meets its needs both in size and quality. We understand and acknowledge the requirements listed in the Scope of Services in the RFP and agree to meet each requirement if awarded services. Below and on the following pages, we describe our approach to the requested services.

Tutoring Model

Catapult Learning tutoring programs are flexible and customizable to best meet the needs of schools and individual students. A partnership with Catapult Learning ensures that eligible students will achieve the greatest academic results. We offer several tutoring models:

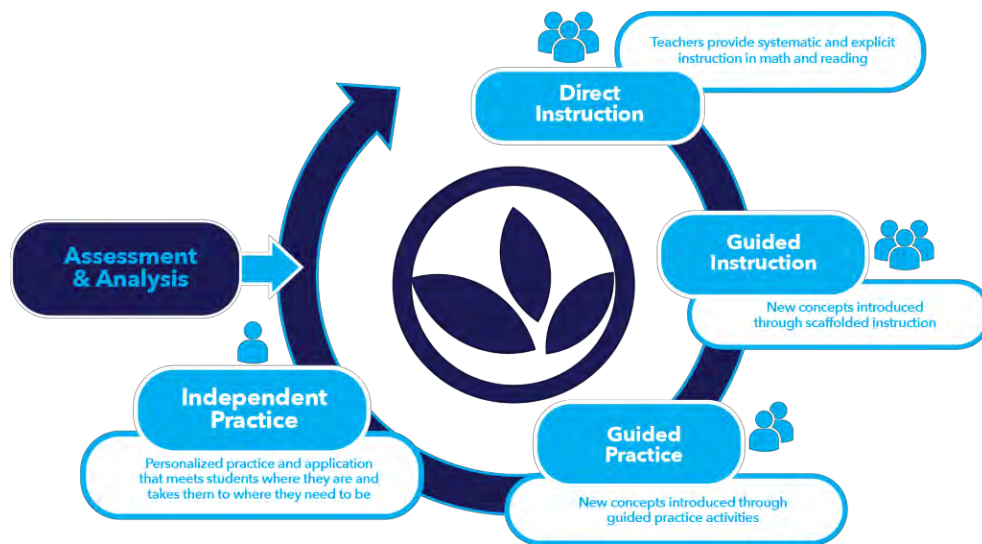
- One-to-One Instruction
- Small-Group Instruction

We will tailor our instructional approach for each school site based on its unique needs and the following factors:

- Grade levels
- Number of students
- Needs of learners
- School environment

We have the capacity to serve students in participating non-public schools with the option to add more students and school sites if requested. As programs increase in size, we maintain operational efficiency to provide the district with budgetary savings. We will work closely with district and non-public school administrators to ensure that we create a program that meets its needs in both size and quality.

Our model, shown here, is backed by extensive research and has proven to be effective over four decades of working with students. Our signature instructional model utilizes the following progression: “I do” which takes place during Direct Instruction portion of the lesson; “We do” and “You do,” during the Guided Instruction/Practice, culminating with the “I do” portion of the lesson during Independent Practice.



The Catapult Learning tutorial model provides many advantages, including:

- Current, research-based strategies
- Differentiated instruction based on individual student needs
- Built-in formative assessments that identify challenge areas in order to adjust instruction as needed
- Individualized supports for at-risk and low-performing students so that they may master grade-level content
- Close communication between Catapult Learning staff and school staff to ensure student mastery of classroom objectives
- Heightened student confidence, motivation to learn, and level of academic engagement
- Flexible scheduling before, during, or after school and through summer to meet schools' intervention needs

Small Group Instructional Model

In Catapult Learning's instructional programs, a structured small-group environment allows our teachers to use activities that align to instructional objectives and lend themselves to differentiation to meet the needs of individual students. Instruction includes guided peer and teacher interactive techniques designed to enhance student interest and attitudes toward learning and to promote the active engagement of the learner.

Lessons are designed and delivered in a gradual release of responsibility model to ensure that students spend significant instructional time in what researchers refer to as Academic Learning Time (Fisher & Berliner, 1985). Academic Learning Time (ALT) requires that students understand the learning objective, spend time actively manipulating the academic content of the lesson, and engage in work that leads to high rates of independent student success

Overall best practices—such as assisting students in connecting and integrating new learning to existing knowledge, helping students expand their backgrounds of knowledge, establishing an environment that

is conducive to learning by providing student-centered instruction, providing immediate and appropriate feedback to the learner, incorporating ample guided practice, and helping students articulate their thinking—are all key features of Catapult Learning’s instructional programs.

Program Components

Catapult Learning has a multifaceted check-and-balance system to ensure quality control in all our programs.

Evaluation Plan to Monitor the Effectiveness of Services

Catapult Learning has a multi-faceted check and balance system to assure quality control in all its programs. These various facets involve personnel management, on-going supervision and training, regular performance reviews, annual review of administrative functioning, and continuous educational program evaluation and improvement.

Personnel Management

All teachers in Catapult Learning programs meet or exceed minimum requirements. In our various programs throughout the country, many of our teachers have graduate degrees or multiple certifications. Catapult Learning program supervisors have a wealth of classroom experience. Our central management team members are veterans within the educational sector. All prospective personnel undergo criminal background checks as well as extensive professional and personal reference checks.

On-going Supervision and Training

As in all our programs, we meet with staff regularly to ensure that all aspects of the service program are being properly implemented. In addition, these meetings are used as a vehicle for in-service programs and staff development. Meetings occur monthly. Whenever possible, we schedule meetings during non-instructional time. Our regional Instructional Excellence Coach and the Program Supervisor routinely observe Catapult Learning teachers and review lesson plans. We use individual supervision as an opportunity to give appropriate feedback to teachers on various aspects of the instructional program. Catapult Learning teachers receive ongoing coaching support to ensure they are meeting the specific needs of the students we serve.

Teacher Observation Process (TOP)

Members of Catapult Learning’s Instructional Excellence team conduct Teacher Observation Process (TOP) Reviews annually. A member of the National Instructional Excellence team visits selected sites to ensure that instruction and the environment are conducive to learning and all records are complete and up-to-date. Data from the observation process is recorded in Catapult Learning’s Quality Assurance database and used to inform our national level training and coaching support.

Annual Review of Administrative Functioning

The Catapult Learning management team annually reviews all policies, procedures, methods of instruction, methods of supervision, usage of facilities, and needs for clerical support. We base our decisions to alter any aspects of these administrative functions on multiple criteria including input from the school and the District.

Communication

We realize the importance of open and effective communication with the schools and districts we serve. From public school administrators to individual teachers, our staff strives to inform and be informed by school personnel. We design and implement our school communication system to ensure that we work with the school in tandem to facilitate maximum student achievement. At the beginning of the program, we establish communications and meeting schedules with school administrators and/or other designated personnel to ensure that day-to-day challenges are dealt with quickly and appropriately. Our supervisors are highly visible and available to address changes or enhancements that may better help us to work with school(s), students and parents.

Additional, ESSA Title I Service Opportunities

In addition to our small-group instructional model recommended for tutoring, we can also provide counseling services if requested by participating non-public schools and/or districts.

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.

If awarded under this RFP, Catapult Learning would facilitate a constructive district and school partnership with scheduled meetings built into the calendar to discuss ongoing priorities and progress.

4. Cost Schedule

Per the RFP requirements, we include our cost schedule and proposal in a separate sealed envelope marked "Confidential: Cost Proposal."

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?

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. Have you ever exceeded the amount of the contract you were awarded? If so, provide the details of what happened.

No, unless mutually agreed to with the district partner.

h. 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.

6. Expectations 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 requirement in this RFP, or which offer any alternatives 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 Proposal.

Catapult Learning, LLC ("Catapult") respectfully requests that The City of Waterbury, Education Department consider the following contract exceptions/revisions to the request for proposal ("RFP") for Waterbury Non-Public Schools (Title I) Tutoring Services:

Professional Services Agreement

Section (G2)

Except for pre-existing work product of the Proposer, subject to Proposer's intellectual property rights or otherwise which shall remain the sole property of Proposer ("Pre-existing Work Product"), 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. If any such product contains Proposer's intellectual property that is or could be protected by federal copyright, patent or trademark laws, the Proposer hereby grants the City a perpetual royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such product during the term of the contract. The City claims no right to any Pre-existing Work Product of the Proposer provided to the City by Proposer in the performance of this Contract, except to copy, use or re-use any such work product for the City's use only during the term of this Contract.

Section 8

8. Indemnification.

8.1 The Consultant shall indemnify, defend, and hold harmless the City and its boards, the City's Board of Education (if applicable), commissions, agents, officials and employees from and against all third-party 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, 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 (other than the services itself) including the loss of use resulting there from, and (ii) be caused in whole or in part by any willful or grossly negligent act or omission of the Consultant, its employees, any subcontractor, 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. Provided however, Consultant will in no event be liable for any indirect, consequential, special or punitive damages, even if Consultant has been advised

of the possibility of such damages. In no event shall the Consultant be liable for any amount in excess of the limits set forth in Section 9.

8.2. In any and all third-party 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.

Section 9.2

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 third-party 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.

Section 9.3

Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all relevant third-party 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~~ 36 months.

Section 13.1.1

In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc., except for the Pre-Existing Work Product of the Contractor which shall remain the exclusive property of the Contract ("Pre-Existing Work Product"), 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.

Section 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., except for the Pre-Existing Work Product, 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.

Section 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 hold backs), except for the Pre-Existing Work Product, 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.

Section 14

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, except for the Pre-Existing Work Product, 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. If any such Pre-Existing Work Product contains Proposer's intellectual property that is or could be protected by federal copyright, patent or trademark laws, Consultant hereby grants the City a perpetual royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so during the term of the Contract. The City claims no right to any Pre-Existing Work Product of Consultant provided to the City by Consultant in the performance of this Contract, except to copy, use or re-use any such work product for the City's use only during the term of this Contract.

Section 17

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 the 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. Provided, however, the foregoing written consent of the City is not required and the Consultant may (i) assign this Agreement to any entity that acquires all or substantially all of Catapult's assets or its business that is the subject hereof, or (ii) upon written notice to the City, assign this Contract to any entity that is owned by or an affiliate of the Consultant.

7. Additional Data

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

None.

Required Forms

We include the following required forms provided in the RFP on the following pages:

1. Debarment
- 2a. Corporation Resolution
- 2b. Limited Liability Company Resolution
3. Annual Statement of Financial Interests
4. Disclosure and Certification Affidavit Regarding Outstanding Obligations to the City

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: P.L. 114-95

CFDA #: 84.010A

SDE Project Code: SDE0000000000002

Grant Number: 151-000 12060-20679-2021-82070-170002

2 Grant Title

Title I Part A

5 Award Period

7/1/2020 - 6/30/2022

3 Education Staff

Program Manager:

Marlene Padernacht (860) 713-6568

Payment & Expenditure Inquiries:

Jeff Lindgren (860) 713-6624

6 Authorized Funding

Grant Amount: \$11,975,852.00

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. Written requests for budget revisions for expenditures made between July 1, 2020 and June 30, 2021 must be received at least 60 days prior to the expiration of the grant period but no later than May 1, 2021. For grants awarded for two-year periods beginning July 1, 2020, final second-year budget revision requests covering the entire two-year period must be received no later than February 1, 2022. 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.

Although this grant is issued for a two-year period, ESEA Section 1127(b) requires that 85 percent of this Title I allocation must be expended by September 30, 2021. This requirement does not apply to districts that receive less than \$50,000 in Title I funds. The percentage limitation on carryover funds may be waived once every three years if the State Department of Education deems a district's waiver request to be reasonable and necessary.

This grant has been approved.

10/22/2020

Marlene Padernacht - CSDE Grant Contact

**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 Pennsylvania

SS: _____

County of Montgomery

Lisa Horning, General Counsel
being first duly sworn, deposes and says that:

1. I am the owner, partner, officer, representative, agent or
officer of Camplut Design LLC (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 None				
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 None				
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 None		
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.

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

For Partnership or LLC

In presence of:

Attest (Witness Signature)

(Witness Printed Name)

By:

(Name of Partnership)

(Name of General Partner)

PO Box 444, Elmsford, NY 10523

(Business Address)

For Corporation

Attest (Witness)

(Corporate Principal – Printed Name)

(Business Address)

Affix
Corporate
Seal

(Name of Corporation)

By:

(Signature of Authorized Corporate Officer)

Its:

(Title)

State of Pennsylvania)

) SS (Date)

County of Montgomery)

Lisa Marie Horning being duly sworn,
deposes and says that he/she is Corporate Secretary of Catapult Learning LLC and
that he/she answers to the foregoing questions and all statements therein are true and
correct.

Subscribed and sworn to before me this 05 day of February 2020.

Caryn Rufo

(Notary Public)

My Commission Expires: October 2, 2021

Commonwealth of Pennsylvania-Notary Seal
CARYN RUFO, NOTARY PUBLIC
MONTGOMERY COUNTY
MY COMMISSION EXPIRES OCTOBER 2, 2022
COMMISSION NUMBER 1340190

THE CITY OF WATERBURY
MEMORANDUM

From: Delinquent Tax Office

Date: 6/29/2021

To: Margaret Cherubini
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*.

Catapult Learning, LLC
PO Box 444
Elmsford, NY 10523

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

COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

WORKSHOP: Thursday, July 1, 2021
BOARD MEETING: Thursday, July 15, 2021

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
Human Resources	Maloney gym & classroom: Fri., July 30th 7AM – 1PM
C. Lamb	(Police Lieutenant Oral Exam)
Park & Rec.	Kennedy pool: Sat., July 10th & Sat., July 17th
V. Cuevas	11:00 am to 7:00 pm (Lifeguard Training)

Approved

 Ann Sweeney

 Dr. Verna D. Ruffin
 Superintendent of Schools

hook

SCHOOL PERSONNEL USE ONLY

JUN 16 2021

DATE: June 14, 2021

TO: SCHOOL BUSINESS OFFICE

FROM: Cherrie Lamb, Human Resources

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: MALONEY SCHOOL

☐ Auditorium/Theater Arts ☒ Gym ☐ Swimming Pool ☒ Classrooms

DATES REQUESTED: Friday, July 30, 2021

FROM: 7:00 am TO: 1:00 pm

FOR THE FOLLOWING PURPOSES:

- Police Lieutenant Oral Examination
- Expecting approximately 24 Candidates
- Sign-in Begins at 7:00am
- 6 foot sign in table in main entrance
- Clear all Teacher's desk on top floor and basement level


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

SCHOOL PERSONNEL USE ONLY

DATE: 6-29-21

TO: SCHOOL BUSINESS OFFICE

FROM:

Park & Rec.
VICTOR CUEVAS

THE UNDERSIGNED HEREBY MAKES APPLICATION FOR USE OF SCHOOL FACILITIES (AFTER REGULAR SCHOOL HOURS) AS FOLLOWS:

NAME OF SCHOOL REQUESTED:

Kennedy

☐

AUDITORIUM

☐

GYMNASIUM

☒

SWIMMING POOL

☐

CAFE/ROOMS

DATES REQUESTED:

Sat. 7/10 & Sat. 7/17

FROM

11:00 am/pm

TO

7:00 am/pm

FOR THE FOLLOWING PURPOSES:

Lifeguard Training

VC
APPLICANT

/SM.

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 police and fire headquarters.

COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

WORKSHOP: Thursday, July 1, 2021

BOARD MEETING: Thursday, July 15, 2021

**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.

<u>GROUP</u>	<u>FACILITIES AND DATES/TIMES</u>
--------------	-----------------------------------

REQUESTING WAIVERS:

Hoops 4 Life	West Side gym: Saturdays 7/10 – 8/7	10AM – 2PM
D. Fryer	(basketball program)	(\$1,050.)

GROUPS NOT SUBJECT TO FEES OR WAIVER DUE TO TIME OF USE OR PREVIOUS WAIVER:

Hoops 4 Life	West Side gym: weekdays 7/7 – 8/10	5PM – 9PM
D. Fryer	(basketball program)	
	Reed gym: weekdays 7/6 – 8/11	5PM – 9PM
	(basketball program)	
Rivera Memorial Foundation	Duggan gym & health rm.: 7/5 – 8/13	Mon. – Fri.
J. Ocasio	(youth sports program)	
Waterbury Ballers	Wilby gym: 7/5 – 8/13	5PM – 9PM Mon. – Fri.
T. Lott	(basketball program)	
Waterbury Ballers	Career Academy gym: 7/5 – 8/13	Mon. – Fri. 5:30 – 8:00 PM
Phil Lott	(basketball program)	

MONIES COLLECTED TO DATE:

\$ 49,486.00

Approved:

Ann Sweeney

Dr. Verna D. Ruffin
Superintendent of Schools

These activities are completed and have been billed:

SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT#

300
APPLICANT DEWEENFRYER NAME OF ORGANIZATION Hoops4Life, Inc
ADDRESS 232 N. Elm Street Waterbury CT 06702 TELEPHONE # (203) 232-4578
(street) (city) (state) (zip code)
SCHOOL REQUESTED West Side DATES See Attachment ROOM(S) Gym - Saturdays
OPENING TIME 5:00p CLOSING TIME 5:00 PURPOSE Basketball games
ADMISSION (if any) N/A CHARGE TO BE DEVOTED TO N/A
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 20 CHILDREN 20
SIGNATURE OF APPLICANT [Signature] DATE 5-4-21

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

Barby 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. (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR plus 1 HR. service per cust. (1) (\$1,050)

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT \$ _____ 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).

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

USE OF SCHOOL FACILITIES
WAIVER REQUEST
(to be submitted with use of Building Permit)

APPLICANT/ORGANIZATION: Hoops4Life, Inc.

Please check below specific item(s):

Building Usage Fees ☐

Custodial Fees ☐

SCHOOL/ROOMS REQUESTED: West Side Middle School (Gym)

DATE(S): 6/8 6/12 6/19

TIMES: 10:00 am - 2p

DATE(S): 7/10 7/17 7/24

TIMES: " "

DATE(S): 7/31 8/7

TIMES: " "

DATE(S): ~~9/10 9/18 9/25~~

TIMES: ~~" "~~

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

5-4-21

Date

Ben Lutz

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$ _____
Building Usage Fees

\$ 1,050
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

Book

APPLICANT DENEEN FRYER NAME OF ORGANIZATION Hoops4Life, Inc.
ADDRESS 232 N. Elm Street Waterbury CT 06702 TELEPHONE # 203 575-4340
(street) (city) (state) (zip code)
SCHOOL REQUESTED West Side Middle DATES see attachment ROOM(S) Gym
OPENING TIME 5:45pm CLOSING TIME 9:00pm PURPOSE basketball
ADMISSION (if any) N/A CHARGE TO BE DEVOTED TO N/A
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 20 CHILDREN 20
SIGNATURE OF APPLICANT Deneen Fryer DATE 5/8/2021

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:
Randy Brooks, 12 Orange Street (203) 437-2205, Davey Clay (203) 982-1532
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. DR (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: _____
RENTAL FEES: _____
MISCELLANEOUS FEES: _____

SECURITY DEPOSIT \$ _____ 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).
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.

7/7 - 8/10
weekdays

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.

APPLICANT/ORGANIZATION: Hoops4Life, Inc.

SCHOOL/ROOMS REQUESTED: West Middle School Gym

DATE(S): 6/28, 6/29, 6/30, 7/1

DATE(S): 7/1, 7/2, 7/3, 7/4, 7/5, 7/6

DATE(S): 7/7, 7/8, 7/9

DATE(S): 7/12, 7/13, 7/14, 7/15, 7/16

DATE(S): 7/19, 7/20, 7/21, 7/22

DATE(S): 7/26, 7/27, 7/28, 7/29, 7/30

Aug 8/2, 8/3, 8/4, 8/6, 8/9, 8/10

TIMES: 5:00p. 9:00p

TIMES: " "

TIMES: " "

TIMES: " "

TIMES: " "

TIMES: " "

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#

June
Aug

APPLICANT Doreen Fryer NAME OF ORGANIZATION Hoops4Life
ADDRESS 232 N. Elm Street Wtby CT 06702 TELEPHONE # 203 598-4340 or
(street) (city) (state) (zip code) 203 232-4578

SCHOOL REQUESTED J. Reed School DATES see attachment ROOM(S) Gym

OPENING TIME 5:00pm CLOSING TIME 9:00pm PURPOSE basketball game, training

ADMISSION (if any) N/A CHARGE TO BE DEVOTED TO _____

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 20 CHILDREN 20

SIGNATURE OF APPLICANT Doreen Fryer DATE 5/8/2021

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

Randy Brooks 12 orange St (203) 437-2205 - John Burrows (203) 419-8883, Dave clay (203) 982-1532

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. DTB (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT \$ _____ INSURANCE COVERAGE _____ YES _____ NO _____

PLEASE READ THE FOLLOWING CAREFULLY 7/11 - 8/11

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).

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.

APPLICANT/ORGANIZATION: Hoops4Life, Inc

SCHOOL/ROOMS REQUESTED: Johnathon Reed (6ym)

DATE(S): 6/18, 6/19, 6/20, 6/21

DATE(S): 6/28, 6/29, 6/30, 7/1

DATE(S): 7/7, 7/8, 7/9

DATE(S): 7/12, 7/13, 7/14, 7/15, 7/16

DATE(S): 7/19, 7/20, 7/21, 7/22

DATE(S): 7/26, 7/27, 7/28, 7/29, 7/30
Aug 8, 12, 3, 4, 5, 6, 9, 10, 11

TIMES: SP - 9pm

TIMES: SP - 9pm

TIMES: SP - 9pm

TIMES: SP - 9pm

TIMES: SP - 9pm

TIMES: " "

TIMES: " "

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

JUN 17 2021

CONTRACT#

APPLICANT Jessica Ocasio NAME OF ORGANIZATION Rivera Memorial Foundation, Inc.

ADDRESS 186 Cherry Street, Waterbury, CT 06702 TELEPHONE # 475-235-3182
(street) (city) (state) (zip code) Monday - Friday

SCHOOL REQUESTED Duggan School DATES 7/2021-6/30/22 ROOM(S) Gym/Health Room

OPENING TIME 4pm CLOSING TIME 9pm PURPOSE Youth Sports Program

ADMISSION (if any) n/a CHARGE TO BE DEVOTED TO _____

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 2 CHILDREN 10-15

SIGNATURE OF APPLICANT Jessica Ocasio DATE 6/17/2021

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

Matt Ocasio/Courtney Watts

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. Jessica Ocasio (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT \$ _____ 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).

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

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# JUN 21 2021

APPLICANT Terence Lott Jr NAME OF ORGANIZATION Waterbury Ballers
ADDRESS 25 Grand Ave Waterbury CT 06704 TELEPHONE # 203-509-4757
(street) (city) (state) (zip code) 203-805-1884
SCHOOL REQUESTED Wilby DATES 7/1/21 - 7/8/21 ROOM(S) Gym
OPENING TIME 5:00p CLOSING TIME 9:00p PURPOSE Basketball Program
ADMISSION (if any) _____ CHARGE TO BE DEVOTED TO _____
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 6 CHILDREN 70
SIGNATURE OF APPLICANT [Signature] DATE 6/21/21

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

Terence Lott Sr (203-509-4757), Terence Lott Jr (203-805-1884)

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. TL (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT \$ _____ 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).

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#

APPLICANT Phil Lott NAME OF ORGANIZATION Waterbury Bullers
ADDRESS 89 Morton Rd Wtby CT 06705 TELEPHONE # 203 510 4339
(street) (city) (state) (zip code)
SCHOOL REQUESTED WCA DATES 7/5/21 - 8/13/21 ROOM(S) Gymnasium
OPENING TIME 5:30 CLOSING TIME 8:00 PURPOSE Basketball Practice
ADMISSION (if any) none CHARGE TO BE DEVOTED TO _____
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 4 CHILDREN 24
SIGNATURE OF APPLICANT PL DATE 1/29/21

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

Phil Lott & Julio Vasquez - 203-518-2066
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. PL (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT \$ _____ 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. 574-8863 FIRE DEPT. 587-3452

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APPROVAL DATE _____ SCHOOL BUSINESS OFFICE

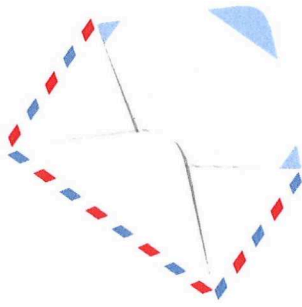
CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.

White-Permittee

Goldenrod-School Business Office

Pink-Principal

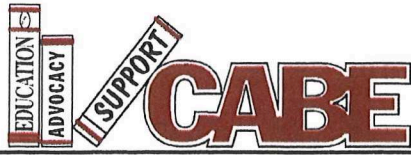
Blue-Custodian



COMMUNICATIONS



For the period of
June 16, 2021 through June 29, 2021



Connecticut Association of Boards of Education, Inc.

81 Wolcott Hill Road, Wethersfield, CT 06109-1242 - (860) 571-7446 - Fax (860) 571-7452 – www.cabe.org

To: Board Chairs
Superintendents of Schools

From: Lisa Steimer 
Sr. Staff Associate for Professional Development and Communications

Date: June 3, 2021

Re: CABE Board Recognition Awards
Spring 2021

I am pleased to inform you that your district has received a **CABE Board of Distinction Award**. This program was created in 1998 to recognize excellence in the leadership activities of local boards of education. Congratulations!

Your board will be recognized at the 2021 CABE/CAPSS Convention on Friday, November 12. At this time, your board will be presented with a plaque (first time recipients) or a plate with the date engraved (for repeat recipients). We will provide additional details as we get closer to the Convention.

Thank you for keeping students at the center of your policy and decision making during this most challenging year.

Wishing you a restful summer!



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

June 17, 2021

Jessica DeJesus
1330 N. Main St.
Waterbury, CT 06704

Dear Ms. DeJesus:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of School Secretary @ Woodrow Wilson Elementary School (Req. #2021608) at \$16.70 per hour. Please contact Jennifer Rosser, Principal @ Woodrow Wilson Elementary School at (203) 573-6660 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, June 24, 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 June 10, 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 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,

Jennifer Palazzo
Human Resources Generalist

JP/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
Jennifer Rosser, Prin. @ W. Wilson
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

June 17, 2021

Carl Torres, Jr.
143 Bamford Ave.
Waterbury, CT 06708

Dear Mr. Torres, Jr.:

We are pleased to receive your acceptance of our offer of temporary and at will employment for the position of Temporary Maintainer I - FEMA (Req #2021473E) for the Department of Education – Gilmartin Elementary School.

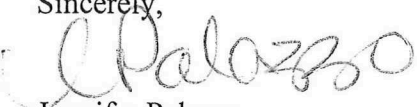
In this position your starting compensation will be \$15.21 per hour for a total of 40 hours per week. Please be advised that this offer is for a period of time not to exceed twelve (12) months in duration.

Your first day reporting to the Department of Education – Gilmartin Elementary School will be June 24, 2021.

We look forward to working with you.

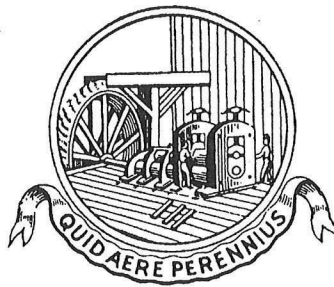
Again, welcome to the City of Waterbury.

Sincerely,


Jennifer Palazzo
Human Resources Generalist

JP/sd

cc: Board of Education
Dr. Ruffin, Supt. of Schools
Chris Harmon, 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

June 18, 2021

Celestino Toucet, III
25 Hartley Dr.
Waterbury, CT 06705

Dear Mr. Toucet, III:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional (Req. #2020693) at \$17.02 per hour. Please contact Miguel Pabon, Director of Pupil Services at (203) 574-8019 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, August 20, 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 Bucks Hill Elementary School will be August 20, 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 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,

Jennifer Palazzo
Human Resources Generalist
JP/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
Miguel Pabon, Director of Pupil Serv.
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

June 18, 2021

REVISED

Marcie Petrucci
131 Cheryl Dr.
Waterbury, CT 06708

Dear Ms. Petrucci:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional (Req. #2020588) at \$17.02 per hour. Please contact Darren Schwartz, Chief Academic Officer at (203) 574-8019 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, April 1, 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 North End Middle School will be August 20, 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 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,

Jennifer Palazzo
Human Resources Generalist

JP/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
Miguel Pabon, Director of Pupil Services
File

From: noreply@cabe.myenotice.com on behalf of tdemars@cabe.org
<noreply@cabe.myenotice.com>
Sent: Friday, June 25, 2021 7:01 AM
To: Carrie Swain
Subject: CAFE Policy Highlights 6-25-2021

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.



CAFE Policy Highlights

Vincent A. Mustaro, Senior Staff Associate for Policy Service

June 25, 2021

Volume 20 Issue 26

For a PDF version of this Policy Highlights, [Click Here](#)

Concern Expressed Regarding Childhood Vaccines: The Centers for Disease Control and Prevention (CDC) has warned that as schools reopen this fall, the number of unvaccinated children and adolescents could create a "serious public health threat" of outbreaks of preventable illnesses like measles and whooping cough.

The CDC reported that the pandemic led to a dramatic drop in the number of students vaccinated against typical childhood diseases. While families have started to bring their children back for doctor's visits, in many cases, it won't be enough to recover the same level of protection for the large groups of students who will return to full-time, in-person learning this year without a major effort by schools.

In its recent study, the CDC tracked the doses of four kinds of vaccines given to children and adolescents in nine states plus New York City from March through May and June through September of last year, and compared it to the doses given during the same two time periods in 2018 and 2019. It found that childhood

immunizations crashed last spring, when most families had been ordered to stay home and haven't recovered since. The vaccines that were tracked in the study included those pertaining to diphtheria, tetanus, pertussis, measles, mumps and rubella. These illnesses have long been held in check by immunizations. However, many are significantly more virulent than COVID-19.

That slow recovery is in large part, researchers say, because schools have not stringently enforced standard vaccination requirements as many students returned to virtual and hybrid classes. Now, [new CDC guidance](#) permitting COVID-19 vaccines to be coupled with other immunizations could allow schools to set up universal vaccination drives before fall.

"Pediatric outbreaks of vaccine-preventable diseases have the potential to derail efforts to reopen schools for the 2021-22 academic year and further delay nationwide efforts to return students to the classroom," researchers wrote. "Health-care systems and other social institutions are already overburdened by the COVID-19 pandemic, and vaccine-preventable disease outbreaks can lead to loss of in-person learning and further overwhelm community resources and contribute to morbidity and mortality."

States and schools are still debating the issue of whether and how to require COVID-19 vaccinations for children to return to school, but standard immunizations against childhood illnesses like measles and whooping cough have been legally required in all states for decades, and schools have found campus-based vaccination clinics and drives can fill gaps in immunity among their populations quickly.

Source: "CDC: Lags in Childhood Vaccines Could Spark Outbreaks in Other Illnesses," by Sarah D. Sparks, *Education Week*, June 17, 2021.

Policy Implications: The issue of immunizations is covered in policy #5141, "Student Health Services," and/or policy #5141.3, "Health Assessments and Immunizations."

These are considered recommended policies for inclusion in a district's policy manual. The General Assembly in the session just concluded passed P.A. 21-6, "An Act Concerning Immunizations." This legislation removed the previous religious

exemption and grandfathered some students who were previously granted the religious exemption. These policies are currently undergoing revision.

P.A. 21-6 eliminates the religious exemption from immunization requirements for individuals attending (1) public and private schools, including higher education institutions, and (2) child care centers and group and family day care homes. Under previous law, individuals could opt out of vaccination if they presented a statement that immunization would be contrary to their religious beliefs or, for minors, those of their parent or guardian.

The Act grandfathers individuals enrolled in grades kindergarten or higher who submitted a religious exemption prior to the Act's passage (April 28, 2021). It continues to grandfather these students if they transfer to another public or private school in the state (i.e., a primary or secondary school).

Under the Act, individuals with prior religious exemptions who are enrolled in pre-kindergarten or other preschool programs generally must comply with immunization requirements by September 1, 2022, or within 14 days after transferring to a different public or private program, whichever is later.

However, the Act allows these children to extend the timeframe within which they must comply with the immunization requirements if they present a written declaration from the child's physician, physician assistant (PA), or advanced practice registered nurse (APRN) that an alternative immunization schedule is recommended.

The Act also retains current law's medical exemption from these immunization requirements for individuals who can document that the immunization is medically contraindicated.

U.S. Department of Education Issues Title IX Interpretation Related to Sexual Orientation and Gender Identity: The U.S. Department of Education's Office for Civil Rights (OCR) issued a new interpretation of Title IX pertaining to discrimination based on sexual orientation and gender identity. The interpretation indicates that schools violate the prohibitions against sex discrimination in Title IX when they discriminate against students based on their sexual orientation or gender identity. That position could set the stage for explosive legal battles as states around the country debate and enact new laws that restrict transgender students' ability to

play on sports teams that align with their gender identity and restrictions on classroom discussions about "divisive" issues, including sexuality.

In its legal notice OCR describes the similarities between Title IX language and Title VII language in defending the interpretation that Title IX applies to discrimination on the basis of sexual orientation and gender identity. OCR also indicated that numerous lower court decisions have used the ruling in *Bostock v. Clayton County* to interpret Title IX in this way.

Source: LGBTQ Students Are Protected by Federal Anti-Discrimination Law, Education Dept. Says," Education Week, June 16, 2021.

Policy Implications: CABE's policy, #5145.53, "Transgender and Non-Conforming Youth," pertains to this topic. Revision is not necessary. It fully complies with Connecticut statutes on this topic and this OCR ruling. This is a recommended policy for inclusion in a district's policy manual.

Researchers Consider Role of Assistant Principals: The numbers of assistant principals have exploded over the last 25 years, but schools have little to no idea of whether this sizable group of second-in-command administrators influence student learning.

They may not have clearly defined roles. Further, whether their experience as APs prepares them to become effective principals is not well known or understood.

In a new and sweeping review of decades of research on assistant principals, researchers came to some clear conclusions:

There's no consensus, in theory or practice, on what assistant principals do or should do;

Too many APs' experiences fall short of leading them to the principal's role, and Districts may be squandering a talent pipeline, especially one filled with more women and people of color.

"It's time to take stock: what do we know and what do we need to know in this really important role?" said Ellen Goldring, a dean at Peabody College at Vanderbilt University and the lead author of [The Role of Assistant Principals: Evidence and Insights for Advancing School Leadership](#).

The number of assistant principals grew from close to 44,000 to nearly 81,000 between the 1990-91 and 2015-16 school years, at about six times the rate of principals, according to the report. The percentage of principals who had previously worked as APs also increased in that period.

The growth in the number of elementary schools offers some explanation for the increased numbers, however, the increase outpaced student enrollment, with the ratio of APs to students higher in urban and suburban schools.

The study found most students attend schools with only one AP, and schools with higher enrollment of students of color were more likely to have APs than those with higher percentages of white students. Further, females were less likely than men to become both APs and principals, according to the report.

The researchers found a higher percentage of people of color serving as APs than as teachers and principals. Just under a quarter of assistant principals were people of color, but they made up only 19 percent of those serving as principals and 13 percent of teachers. Principals of color were more likely to have worked as APs than their white peers and more likely to do so after finishing their leadership preparation programs.

Since teachers often decide to go into administration on their own or at the encouragement of district leaders and principals, it's possible that district leaders and principals are not steering women and people of color toward the principalship, Goldring said. While there is little research to explain fully this phenomenon, the authors posit that discrimination in hiring as well as access to mentoring could also play a role.

It's also possible that Black assistant principals, particularly Black men, who are often steered toward student discipline, may not be getting the instructional leadership experience necessary for the principal's job, Mollie Rubin, a research assistant professor at Vanderbilt and a co-author, said of the report's findings.

The new report affirms some findings from a recent study that the Council of the Great City Schools, the organization that represents some of the nation's largest school districts, found when it looked at APs and principals in its member districts, said Michael Casserly, the executive director.

But there were also some key differences, Casserly said. The council's research found in its districts there was little coaching and mentoring for assistant principals, few PD opportunities for principals on how to mentor APs, and a dearth of PD tailored to or differentiated for APs, Casserly said.

In addition, while the ranks of school leadership were more diverse in the big cities, they did not fully reflect students. Black principals and assistant principals come close to matching Black student enrollment, but Hispanic school leaders still fall short of mirroring the districts' share of Hispanic students.

Who is selected to be principal is part of the problem, said Beverly Hutton, the chief program officer at the National Association of Secondary School Principals. Understanding and reducing the barriers that prevent Black APs and women from moving up the ladder could lead to greater equity and diversity to the field, said Mariesa Herrmann, a senior researcher at Mathematica and one of the report's authors.

Equity audits to identify barriers can help districts address this issue, as well as examining data on who has access to mentoring and who is selected to pursue leadership roles, Rubin said. District leaders can also ensure that APs have equitable experiences to hone their managerial as well as instructional leadership skills.

Hutton said APs should be treated as "principals in training" or as the lead principal's "co-pilot" and provided with training and job experiences to match those roles.

A key finding from the report highlighted the disconnect between pre-service programs and the real world: Prep programs prepare candidates to work as principals even though the majority of graduate's work as APs upon completion of their training.

The report makes clear recommendations on how districts can better support APs and bring some coherence to the role, including:

Develop standards and tasks that are consistent with the AP job and responsibilities;
Create evaluations for APs that are separate from those for principals;

Ensure principals have the skills, training, and professional development to mentor APs and that they offer APs experiences to develop their leadership skills;
Prioritize people of color and women in leadership pipelines and plans.

The actual responsibilities of the assistant principal are often at the discretion of the school's principal, meaning that two assistant principals in the same district can leave their jobs with vastly different experiences and readiness for the next step in their careers. Goldring and colleagues note, however, that recent data indicate APs' responsibilities, in some cases, are becoming more instructionally-focused, possibly because more detailed teacher evaluation requirements that may lead principals to share those duties with their APs.

Assistant principals can play an important role in improving school culture and equity through their work with students and families.

Source: "Is the Assistant Principal the Most Overlooked, Undervalued Person at School?" by Denisa R. Superville Education Week, April 14, 2021.

Policy Implications: Optional policy #2133.11, Assistant Principal," pertains to this topic. However, also consider recommended policy #0523, "Equity and Diversity."

Connecticut Association of Boards of Education
81 Wolcott Hill Road
Wethersfield, Connecticut 06109
800-317-0033 or 860-571-7446
Fax 860-571-7452
www.cabe.org



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