



MEMORANDUM

**FROM:** Carrie A. Swain, Clerk  
Board of Education

**DATE:** September 4, 2018

**TO:** Michael J. Dalton, City Clerk

**SUBJECT:** Notice Committee Meetings – Thursday, September 6, 2018,  
5:30 p.m., **RELOCATED TO Carrington School**  
Notice of Regular Meeting – Thursday, September 20, 2018, 6:30 p.m.,  
Waterbury Arts Magnet School Atrium

\*\*\*\*\*

The Committees of the Board of Education will meet on Thursday, September 6, 2018, 5:30 p.m., **Carrington School**, 24 Kenmore Avenue, Waterbury, CT.

AGENDA

SILENT PRAYER

PLEDGE ALLEGIANCE TO THE FLAG

- 1. Committee of the Whole/20 minutes ~ Principal’s Report (no backup) – Celia Piccochi/Bunker Hill School.

PUBLIC SPEAKING

- 2. Committee on Finance/5 minutes ~ Request approval to apply for the CSDE Primary Mental Health Program Grant for Duggan, Wendell Cross, and Sprague Schools – L. Allen Brown, D. Schwartz.
- 3. Committee on Finance/5 minutes ~ Request approval of an Agreement of Lease with 562 Connecticut, LLC for property located at 562 Captain Neville Drive – L. Franzese.
- 4. Committee on Finance/5 minutes ~ Request approval of a Professional Services Agreement with Patricia Reinhardt to provide consulting services under the Quality Enhancement Grant – K. Rainville.
- 5. Committee on Finance/5 minutes ~ Request approval of a Professional Services Agreement with Sue Vivian to provide consulting services under the Quality Enhancement Grant – K. Rainville.
- 6. Committee on Finance/5 minutes ~ Request approval of a Professional Services Agreement with Easterseals Rehabilitation Center to provide consulting services under the Quality Enhancement Grant – K. Rainville.
- 7. Committee on Finance/5 minutes ~ Request approval of an Agreement with Waterbury Youth Services, Inc. as required by the Youth Service Bureau Grant for truancy prevention – W. Owen, E. Skoronski.

8. Committee on Finance/5 minutes ~ Request approval and acceptance of the Office of Policy and Management Grant Award for the Juvenile Review Board Grant Program – M. Baldwin, E. Skoronski.
9. Committee on Finance/5 minutes ~ Request approval of an Agreement with Waterbury Youth Services, Inc. for sub-recipient services as required by the 2018 Juvenile Review Board Grant – M. Baldwin, E. Skoronski.
10. Committee on Finance/5 minutes ~ Department of Education's 2017/18 Expenditure Report – D. Biolo.
11. Committee of the Whole/15 minutes ~ Discussion: Curriculum and Instruction Initiatives – D. Schwartz, et al.
12. Committee of the Whole/15 minutes ~ Summer School Report 2018 – D. Schwartz, et al.
13. Committee of the Whole/10 minutes ~ Department of Education's 2017/18 Annual Report.
14. Committee on Policy/10 minutes: Request approval of revisions to the Committees/Committee Descriptions of the By-laws of the Board of Education – Commissioner Sweeney.
15. Committee on School Facilities & Grounds/2 minutes ~ Use of school facilities by school organizations and/or City departments.
16. Committee on School Facilities & Grounds/3 minutes ~ Use of school facilities by outside organizations and/or waiver requests.

#### **SUPERINTENDENT'S UPDATE TO THE BOARD**

17. Superintendent's Notification to the Board/5 minutes:
  - a. Athletic appointments:  
Ayers, Ryan – WHS Assistant Football Coach, effective 08/14/18.
  - b. Grant funded appointments effective immediately:  
 Canady, Kevin – Coordinator of Career Development, part time and without benefits, funded by Workforce Innov. Opp. Act 17-19.  
 Coles, Karen – Grant Facilitator, Perkins, part-time and without benefits, funded by Carl D. Perkins Grant.  
 Curci, Joseph Lorraine – Tutor, Yeshiva K'Tana, part time and without benefits, funded by Title I.  
 Klein, Esther Lorraine – Tutor, Yeshiva K'Tana, part time and without benefits, funded by Title I.  
 Langlais, Lorraine – Tutor, Yeshiva K'Tana, part time and without benefits, funded by Title I.  
 Lodge, Nancy – Tutor, St. Peter/Paul, part time and without benefits, funded by Title I.  
 Majetski, Metal Lorraine – Tutor, Yeshiva K'Tana, part time and without benefits, funded by Title I.  
 Rinaldi, Toni – Parent Liaison, WAMS, full time, with benefits, funded by Title I.

- c. Teacher hires:

|              |         |            |             |         |
|--------------|---------|------------|-------------|---------|
| Arbachauskas | Mary    | Bucks Hill | Special Ed  | 8/23/18 |
| Battaglia    | William | Crosby     | Tech Ed     | 8/23/18 |
| Beaudoin     | Daniel  | WAMS       | Math        | 8/23/18 |
| Caffrey      | Emily   | Crosby     | Special Ed. | 8/23/18 |
| Carey        | Kevin   | WCA        | Spanish     | 8/27/18 |

|                 |           |                      |                    |         |
|-----------------|-----------|----------------------|--------------------|---------|
| Carr            | Howard    | Wilby                | Tech Ed            | 8/23/18 |
| Ciccio          | Chelsea   | Crosby               | Special Ed         | 8/23/18 |
| Costa           | Eileen    | Kennedy              | Allied Health      | 8/23/18 |
| Culver          | Edwin     | Crosby               | Physics            | 8/23/18 |
| Daley           | Samantha  | Crosby               | Math               | 8/23/18 |
| Daniels         | Christi   | Crosby               | Gen Science        | 8/23/18 |
| DeLisle         | Danielle  | Brass City Schools   | Special Ed.        | 8/23/18 |
| DeLucia         | Patricia  | Bucks Hill Annex     | Pre-K Sped.        | 8/23/18 |
| Dickey          | Maegan    | Regan                | Gr. K              | 8/23/18 |
| Edwards         | Donna     | Carrington           | Music              | 8/24/18 |
| Ferreira        | Daniel    | Crosby               | Music              | 8/23/18 |
| Frank           | Elizabeth | North End            | Math               | 8/23/18 |
| Gaipa           | Timothy   | Wallace              | Literacy           | 8/23/18 |
| Good            | Kathleen  | Washington/<br>Regan | Art                | 8/23/18 |
| Helaire         | Kaitlin   | State Street         | Special Ed.        | 8/23/18 |
| Itano-Malstrom  | Kanako    | Maloney              | WL-Japanese        | 8/23/18 |
| Johnson         | Tennyson  | Crosby               | Tech Ed            | 8/23/18 |
| Jones           | Lauren    | Driggs               | Art                | 8/23/18 |
| LaBarba         | Louis     | North End            | Science            | 8/23/18 |
| Labbe           | Jennifer  | Chase                | Music              | 8/23/18 |
| LeVasseur       | Armand    | WCA                  | Math               | 8/23/18 |
| Mayes           | Tristan   | Reed                 | Music              | 8/23/18 |
| McConaghy       | Michelle  | Districtwide         | Numeracy<br>Facil. | 8/23/18 |
| Napoli          | Nicolas   | North End            | Tech Ed            | 8/23/18 |
| O'Hara          | Meaghan   | Driggs               | Gr 4               | 8/27/18 |
| Pike            | Amanda    | State Street         | Special Ed         | 8/23/18 |
| Plaza-Rodriguez | Katerine  |                      |                    | 8/23/18 |
| Rogoff          | Jamie     | West Side            | Special Ed.        | 8/23/18 |
| Singley         | Paul      | Wilby                | ELA                | 8/23/18 |
| Spinella        | Abby      | Chase                | Gr 5               | 8/23/18 |
| Stafford        | Amy       | Bucks Hill Annex     | Pre-K-Reg. Ed.     | 8/23/18 |
| Tyrrell         | Nikole    | Regan                | Gr. 2              | 8/23/18 |
| Valentin        | Kelly     | Tinker               | Gr. 5              | 8/23/18 |
| Vinca           | Shipe     | Chase                | Gr 5               | 8/24/18 |
| Zupperoli       | Robert    | Washington/<br>Regan | Art                | 8/27/18 |

d. Involuntary transfers effective 2018/19 school year:

| <b>Name</b> |          | <b>From</b>             | <b>To</b>                  |
|-------------|----------|-------------------------|----------------------------|
| Bloom       | Lisa     | Reed Guidance Counselor | Crosby Guidance Counselor  |
| Felton      | Margaret | Sprague Special Ed      | Gilmartin Special Ed SCOPE |
| Lapointe    | Michael  | WSMS General Science    | Wilby Physics              |
| Nicholson   | David    | WCA Info Tec h          | WCA Physics`               |

e. Resignations:

Cappiello, Michael – WSMS Theater Arts, effective 08/20/18.  
Eagan, Laurie – W. Cross and Hopeville School Psychologist, eff. 08/23/18.  
Ewers, Gretchen – Enlightenment ELA, effective 08/28/18.  
Farrell, Kelly – Tinker Music, effective 08/17/18.  
Gionfriddo, Theresa – CHS Physics, effective 08/09/18.  
Goulet, Gemetta – KHS PE/Health, effective 09/14/18.  
Hilbert, Jen – WHS Speech Language Pathologist, effective 08/31/18.  
Iannucci, Donald – WCS Physics, effective 08/08/18.  
Kahn, Scott – Carrington Music, effective 08/15/18.  
Larina, Olga – School Psychologist, effective 08/22/18.  
Marks, Amanda – CHS Special Education, effective 08/15/18.  
Mauro, Jennifer – WHS English, effective 08/08/18.  
Mejia, Migdalia – Chase Bilingual Grade 2, effective 08/27/18.  
Merritt, Donna – Bunker Hill Library Media Specialist, eff. 08/23/18.


Nelson, Marisa – Wilson Social Worker, effective 08/17/18.  
Nordby, Lindsay – Walsh Special Education, effective 09/14/18.  
Parks, Eric – Carrington Grade 4, effective 08/20/18.  
Stokes, Laura – Chase Grade 5, effective 08/27/18.  
York, Judy – Reed Library Media Specialist, effective 08/23/18.

## **EXECUTIVE SESSION**

## **ADJOURNMENT**

ATTEST:   
Carrie A. Swain, Clerk  
*Board of Education*



To: Mayor O'Leary  
From: Karen Rainville, School Readiness Liaison   
Date: August 9, 2018  
Re: Consultant Contracts for 2018/2019 School Readiness - Quality Enhancement Grant

---

### Executive Summary

The Office of Early Childhood (OEC) is required to establish a program, within available appropriation to provide on a competitive basis, supplemental quality enhancement grants to providers of child day care services or providers of school readiness programs pursuant to Connecticut General Statute (C.G.S.) Section 10-16p and Section 10-16u to enhance the quality of early childhood education programs. Child day care providers and school readiness programs in priority school districts and competitive school readiness municipalities may apply for a quality enhancement grant. These applicants must use their local School Readiness Council to review and recommend projects for funding. The purpose of the Quality Enhancement Grant Program is to provide funding for early care and education programs to address quality standards and/or expand comprehensive services for children and families.

Waterbury School Readiness worked with City of Waterbury Purchasing Department to issue RFP #6091 to solicit vendors who will work with community-based School Readiness sites under this grant award.

There were five responders to the RFP and the following vendors were selected by vote of the School Readiness Council: Patricia Reinhardt, Sue Vivian, and Easter Seals. The selected vendors will provide professional development services for early care and education programs including:

1. Job-embedded, evidence based coaching for early childhood providers that focuses on supporting teachers' use of effective teaching practices that lead to positive outcomes for children.
2. BCBA support to early childhood programs
3. Plan and facilitate trainings as well as cohort learning sessions focused on the needs of providers. Topics may include, (but not limited to):
  - Positive Interactions
  - Supporting Social Emotional Needs of Children
  - Trauma Informed Practices
  - Effective Supervision
  - Supporting Children with Challenging Behaviors
  - Pyramid Model

Compensation for the consultant contracts will be as follows;

1. **Pat Reinhardt**- an amount not to exceed Two Thousand, Four Hundred Dollars (\$2,400.00) for the entire term of this agreement.
2. **Sue Vivian**- an amount not to exceed Twenty-Two Thousand, Four Hundred Dollars (\$22,400.00) for the entire term of this agreement.
3. **Easter Seals**- an amount not to exceed Sixteen Thousand, Seven Hundred and Thirty Five Dollars (16,735.00) for the entire term of this agreement.

OFFICE OF THE CORPORATION COUNSEL  
CITY OF WATERBURY

(Phone: 203-574-6731; Fax: 203-574-8340)

ACKNOWLEDGEMENT OF REVIEW OF CONTRACT OR GRANT

Re: Contract or Grant \_\_\_ Susan Vivian \_\_\_\_\_

Department: \_\_\_ School Readiness \_\_\_\_\_

I hereby acknowledge that I, as department head of the above referenced department, or my designee, have personally and thoroughly reviewed the above-referenced final contract/grant and that this contract/grant fully and adequately documents all the details and particulars with reference to the term, specifications as was bid, compensation, fees and expenses payable by the City.

I further acknowledge that the Scope of Services is complete and contains all services expected to be performed by the contractor for the City of Waterbury.

Karen Rainville

Print Name

Department Head

8/9/18

Date

OFFICE OF THE CORPORATION COUNSEL  
CITY OF WATERBURY

(Phone: 203-574-6731; Fax: 203-574-8340)

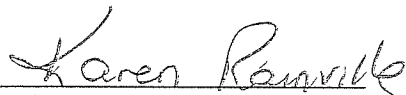
ACKNOWLEDGEMENT OF REVIEW OF CONTRACT OR GRANT

Re: Contract or Grant \_\_\_ Patricia Reinhardt \_\_\_\_\_

Department: \_\_\_ School Readiness \_\_\_\_\_

I hereby acknowledge that I, as department head of the above referenced department, or my designee, have personally and thoroughly reviewed the above-referenced final contract/grant and that this contract/grant fully and adequately documents all the details and particulars with reference to the term, specifications as was bid, compensation, fees and expenses payable by the City.

I further acknowledge that the Scope of Services is complete and contains all services expected to be performed by the contractor for the City of Waterbury.



Print Name

Department Head

8/9/18  
Date

OFFICE OF THE CORPORATION COUNSEL  
CITY OF WATERBURY

(Phone: 203-574-6731; Fax: 203-574-8340)

ACKNOWLEDGEMENT OF REVIEW OF CONTRACT OR GRANT

Re: Contract or Grant Easter Seals

Department: School Readiness

I hereby acknowledge that I, as department head of the above referenced department, or my designee, have personally and thoroughly reviewed the above-referenced final contract/grant and that this contract/grant fully and adequately documents all the details and particulars with reference to the term, specifications as was bid, compensation, fees and expenses payable by the City.

I further acknowledge that the Scope of Services is complete and contains all services expected to be performed by the contractor for the City of Waterbury.



Print Name

Department Head

8/9/18  
Date

THE CITY OF WATERBURY

MEMORANDUM

From: Delinquent Tax Office

Date: 8/6/2018

To: Karen Rainville, School Readiness Liaison  
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.

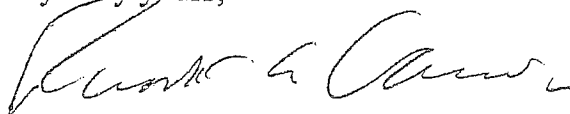
Easter Seals Rehabilitation Center  
22 Tompkins St.  
Waterbury, CT

Susan Vivian  
54 Buckland St.  
Plantsville, CT

Patricia Reinhardt  
54 Taunton Lake Rd.  
Newtown, CT

If you have any questions regarding this issue, do not hesitate to call our office at (203) 574-6815.

Very truly yours,



FAC/wmf

Frank A. Caruso Jr. CCMC  
Revenue Collections Manager  
City of Waterbury

**PROFESSIONAL SERVICES AGREEMENT**

**RFP No. 6091**

**for**

**Quality Enhancement Grant**

**between**

**The City of Waterbury, Connecticut**

**and**

**Patricia Reinhardt, Consultant**

**THIS AGREEMENT**, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall Building, 235 Grand Street, Waterbury, Connecticut (the "City") and Patricia Reinhardt, 54 Taunton Lake Road, Newtown, CT 06470 ("Consultant").

**WHEREAS**, the City was awarded a Quality Enhancement Grant for the year July 1, 2018, through June 30, 2019, grant number 151-002-11000-17097-2019-82079-170018/170035; and

**WHEREAS**, The Consultant has responded to the City of Waterbury RFP 6091, and was selected to provide consulting services under the Quality Enhancement Grant; and

**WHEREAS**, the City desires to obtain the Consultant's services pursuant to the terms, conditions and provisions set forth in this agreement and the Quality Enhancement Grant (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 shall provide, services to enhance quality in early childhood programs by providing professional development for the staff at Naugatuck Valley Community College Child Development Center through services which shall include: four (4) two-hour professional learning sessions, follow-up sessions to support implementation of practices and any other services as detailed and described in **Attachment A** and are hereby made material provisions of this Contract.

**Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Consultant as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- (i) Quality Enhancement Grant, (consisting of 18 pages). (Incorporated herein by reference. The Consultant acknowledges that she has a copy of this document in her possession.)
- (ii) City of Waterbury RFP 6091 (consisting of 30 pages). (Excluding Budget Workbook Package, Contract Compliance Packet, Sample Contract, and Attachment C - Non-Collusion Form). (Attached hereto.)
- (iii) Addendum 1 to RFP 6091, Issued April 3, 2018 (consisting of 2 pages) (Attached hereto.)
- (iv) Consultant's response to City of Waterbury RFP 6091, (consisting of 27 pages). (Attached hereto.)

**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:

- i. This Agreement
- ii. The Quality Enhancement Grant
- iii. The Request for Proposal
- iv. Contractor's Response
- v. Federal, State, and Local Laws, Regulations, Charter and Ordinances
- vi. Technical Specifications

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

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



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

**2.3. Criminal Background Check and DCF Registry Check.** Consultant represents and warrants that she and her employees 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, have no criminal investigation pending and that each of them have submitted to a state and national criminal history records check. The Consultant further represents and warrants that each records check has not revealed any violations or criminal activities, that she and her employees have submitted to a DCF registry check, that there are no pending actions with the Department of Children and Families against any of them and none of them are listed on the child abuse and neglect registry. The City and Board shall rely upon these representations.

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

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

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

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

**3.4. Publicity.** Consultant agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name in connection with any publicity, unless the City gives prior written consent to such use of the City's name in each instance.

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

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

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

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

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

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

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

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

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

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

**3.8. Reporting Requirement.** The Consultant shall deliver upon request and as required by the Quality Enhancement Grant, written reports substantiating documents and invoices to the City's Using Agency, City of Waterbury Department of Education, setting forth (i) the 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) any and all additional useful and/or relevant information. Each report shall be signed by the Consultant.

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

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

**5. Contract Time.** The Consultant shall commence all work and services necessary under this Agreement upon the execution of this Agreement by the Mayor and shall complete all work and services under this Agreement on or before June 30, 2019. ("Contract Time.")

**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 Consultant shall not exceed **TWO THOUSAND FOUR HUNDRED DOLLARS (\$2,400.00)** for the entire term of this agreement, with the basis of payment being as follows:

- |     |  |            |
|-----|--|------------|
| i.  | Professional Development, four two-hour sessions       |            |
|     | One Thousand Two Hundred Dollars.....                  | \$1,200.00 |
| ii. | Three Follow up Coaching Sessions for three classrooms |            |
|     | One Thousand Two Hundred Dollars.....                  | \$1,200.00 |
| ii. | Total Compensation                                     |            |
|     | Two Thousand-Four Hundred Dollars.....                 | \$2,400.00 |

**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, etc. required in this Agreement and such review as may be further required by the Charter and Ordinances of the City. Consultant's invoices shall describe the work, services, reports, plans, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

**6.2.1** Consultant and her employees 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 Consultant and/or her employees is/are, or become(s) delinquent or in arrears on, regarding the Consultant's and/or her employees' 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 agreement 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 agreement, 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 determines that the Consultant has completed the work in accordance with the requirements of this agreement.

**6.4 Proposal Costs.** All costs of the Consultant in preparing its proposal for this contract 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 agreement or any other agreement.

**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 all material, reports, plans, supplies, services, etc. required to be delivered to the City hereunder shall pass to City upon City payment to the Consultant for that item. Consultant and its insurer shall assume the risk of loss or damage up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's negligence.

**8. Indemnification.**

**8.1.** The Consultant shall indemnify, defend, and hold harmless the City and its boards, the City's Board of Education (if applicable), 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, reports, plans, specifications, deliverables, 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) 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.

**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 agreement.

## **9. Consultant's Insurance.**

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

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

**9.3.** Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of

cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

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

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

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

**9.4.2 Automobile Liability Insurance:** \$1,000,000.00 combined single limit (CSL)

Providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non-owned autos..

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

EL Each Accident **\$500,000.00**

EL Disease Each Employee **\$500,000.00**

EL Disease Policy Limit **\$500,000.00**

Consultant 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. **\$1,000,000.00** Each Occurrence and **\$1,000,000.00** 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 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 Waterbury 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 Waterbury Board of Education are listed as additional insured on all lines of coverage except Workers Compensation and Professional Liability and include a waiver of subrogation on all lines of coverage except Professional Liability as their interests may appear"**. The City's request for proposal number must be shown on the certificate of insurance. The 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.

**12. Confidentiality/FERPA.**

**12.1** The 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 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. The Consultant shall further ensure that the all social work interns 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 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.

**12.2** Any and all materials contained in a City of Waterbury students file that are entrusted to the 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 the Consultant shall be used solely for the purposes of providing services under this agreement.

**12.3** The 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). The Consultant 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 Consultant has no authority to make disclosures of any information from education records.

### **13. Termination.**

**13.1. Termination of Contract for Cause.** If, through any cause, in part or in full, not the fault of the Consultant, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination.

**13.1.1** In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc. prepared by the Consultant under this Contract shall, at the option of the City, become the City's property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

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

**13.2. Termination for Convenience of the City.** The City may terminate this Contract at any time for the convenience of the City, by a notice in writing from the City to the Consultant. If this Contract is terminated by the City as provided herein, the Consultant will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Consultant covered by this Contract, less payments of compensation previously made.

**13.3. Termination for Non-Appropriation or Lack of Funding.** The Consultant acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Consultant therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law.

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

**13.3.2 Effects of Reduced Levels of Funding.** If funding is reduced by law, or funds to pay the Consultant for the agreed to level of the products, services and functions to be provided by the Consultant under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) calendar days written notice to the Consultant, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

**13.3.3 No Payment for Lost Profits.** In no event shall the City be obligated to pay or otherwise compensate the Consultant for any lost or expected future profits.

**13.4. Rights Upon Cancellation of Termination.**

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

**13.4.2 Termination for Lack of Funding or Convenience.** In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay the Consultant for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date and the Consultant shall relinquish to the City any applicable interest, title and ownership including, but

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

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

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

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

**14. Ownership of Instruments of Professional Services.** The City acknowledges the Consultant's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services.

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

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

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

**18. Audit.** The City reserves the right to audit the Consultant's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract. In the event the City elects to make such an audit, the Consultant shall immediately make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

**19. Risk of Damage and Loss.** The Consultant shall be solely responsible for causing the timely repair to and/or replacement of, City property or item(s) intended to become City property hereunder, where the need for repair or replacement was caused by the Consultant, by someone under the care and/or control of the Consultant, by any subcontractor of the Consultant, or by any shipper or delivery service. The Consultant shall be solely responsible for all costs and expenses, including but not limited to shipping, delivery, insurance, etc. associated with the foregoing repair and replacement obligation. Further, the Consultant shall

be solely responsible for securing the City's written acceptance of all completed repairs and replacements required hereunder. The City hereby retains sole discretion to determine whether a repair or a replacement is the proper remedy.

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

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

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

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

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

**25. Contract Change Orders.**

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

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

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

**25.1.3** the Final Completion Date has not been changed.

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

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

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

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

**26. Conflicts or Disputes.** This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are (i) the City's aforementioned **RFP No. 6091** and (ii) the Consultant's proposal responding to the aforementioned **RFP No. 6091**.



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

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

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

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

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

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

**31. Notice.** Except as otherwise specifically prohibited in this 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 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: | Patricia Reinhardt<br>54 Taunton Lake Road<br>Newtown, CT 06470 |
|-------------|---|

|       |  |
|-------|--|
| City: | City of Waterbury<br>c/o Department of Education<br>Chief Operating Officer & Chief of Staff<br>236 Grand Street, 1 <sup>st</sup> Floor<br>Waterbury, CT 06702 |
|-------|--|

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

The Person (the term "Person" shall herein be as defined in Section 38 of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

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

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

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

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

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

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

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

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

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

**32.10.** The Consultant hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: <http://www.waterburyct.org/content/458/539/default.aspx> [click link titled "The City of Waterbury Code of Ordinances Passed 8/24/2009". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"]].

**32.11.** The 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.

WITNESS:

CITY OF WATERBURY

\_\_\_\_\_

By: \_\_\_\_\_  
Neil M. O'Leary, Mayor

\_\_\_\_\_

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

WITNESS:

CONSULTANT  
PATRICIA REINHARDT

\_\_\_\_\_

By: \_\_\_\_\_  
Patricia Reinhardt

\_\_\_\_\_

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

## ATTACHMENT A

- (i) Quality Enhancement Grant, (consisting of 18 pages). (Incorporated herein by reference. The Consultant acknowledges that she has a copy of this document in her possession.)
- (ii) City of Waterbury RFP 6091 (consisting of 30 pages) .(Excluding Budget Workbook Package, Contract Compliance Packet, Sample Contract, and Attachment C - Non-Collusion Form). (Attached hereto.)
- (iii) Addendum 1 to RFP 6091, Issued April 3, 2018 (consisting of 2 pages) (Attached hereto.)
- (iv) Consultant's response to City of Waterbury RFP 6091, (consisting of 27 pages). (Attached hereto.)

## ATTACHMENT A

City of Waterbury RFP 6091 (consisting of 30 pages) (Attached hereto).

## ATTACHMENT A

Addendum 1 to RFP 6091, Issued April 3, 2018, (consisting of 2 pages. (Attached hereto.)



## ATTACHMENT A

Consultant's Response to City of Waterbury RFP 6091 (Consisting of 27 pages.) (Attached hereto.)

**COPY**

**QUALITY ENHANCEMENT GRANT PROGRAM**

**FY 2019**

**LOCAL REQUEST FOR PROPOSAL**

The purpose of the Quality Enhancement Grant Program is to provide funding for School Readiness programs that focus on education and early care that addresses the School Readiness quality components and/or expands comprehensive services for children and families.

Legislative Authority  
C.G.S. Section 17b-749c

**DUE DATE**

\_\_\_\_April 11 2018\_\_\_\_

**SUBMISSION INFORMATION**

|                                |                      |             |   |
|--------------------------------|----------------------|-------------|---|
| <b>Name:</b>                   | Patricia Reinhardt   |             |   |
| <b>Agency (if applicable):</b> | n/a                  |             |   |
| <b>Street Address:</b>         | 54 Taunton Lake Road |             |   |
| <b>City, State, Zip</b>        | Newtown, CT 06470    |             |   |
| <b>Primary Contact:</b>        | Patricia Reinhardt   |             |   |
| <b>Telephone:</b>              | 203-426-6148         | <b>Fax:</b> | <b>Email:</b> preinhardtce@sbccglobal.net |

**FISCAL AGENT (if applicable)** N/A

|                                |  |             |                |
|--------------------------------|--|-------------|----------------|
| <b>Name:</b>                   |  |             |                |
| <b>Agency (if applicable):</b> |  |             |                |
| <b>Street Address:</b>         |  |             |                |
| <b>City, State, Zip</b>        |  |             |                |
| <b>Primary Contact:</b>        |  |             |                |
| <b>Telephone:</b>              |  | <b>Fax:</b> | <b>E-mail:</b> |

1. Proposer Information: Please provide the following information:

- a. Firm Name: Patricia Reinhardt
- b. Permanent main office address: 54 Taunton Lake Road, Newtown, CT 06470
- c. Date firm organized: Began practice as an education consultant in 1988.
- d. Legal Form of ownership. If a corporation, indicate where incorporated:  
Sole proprietor
- e. How many years have you been engaged in services you provide under your present name?  
30 years
- f. Names, titles, reporting relationships, and background and experience of the principal members of your organization, including officers.

Patricia Reinhardt:

- 44 years of experience in the field of early childhood education, 30 years as a consultant and trainer
- Masters Degree in Education - Fairfield University  
Additional 39 Graduate Credits in Special Education - Southern CT. State University
- Bachelor's Degree in Elementary Education with concentrations in psychology and music - Western CT State University
- Adjunct Instructor of Early Childhood Education - 25 years - Naugatuck Valley Community College
- Certified coach - School Reform Initiative
- Trained and served as a Training Wheels Coach - 4 years, CT State Dept. of Education
- Completed 3-session Adult Learning Training offered by Connecticut Office of Early Childhood
- Completed Coaching Institute for Early Childhood Technical Assistance Providers - Eastconn
- Registered Circle of Security leader
- Study Group Participant, Reggio Children International, Reggio Emilia, Italy
- Previously trained to reliability on ECERS, CLASS, DECA
- Trained in and teach in college coursework tiered models of intervention: SRBI, RTI, Pyramid Model
- Training in Effects of Trauma on Learning and Development - Erikson Institute, School Reform Initiative, University of CT, Cape Cod Institute
- Credit Coursework in Positive Behavior Support Systems (Functional Behavior Analysis) – Arizona Board of Regents - University of Arizona

2. Experience, Expertise and Capabilities

a. Philosophy Statement and Business Focus.

Patricia Reinhardt is an independent professional practitioner who serves as an early childhood education consultant to a variety of schools and programs that serve young children throughout Connecticut and occasionally beyond. Experienced with both public and private, profit and non-profit, and communities across a wide range of socio-economic levels. Services include consultation, training, and coaching with a focus on constructivist curriculum, organizational change management, as well as early childhood SRBI planning and support. The majority of programs served are inspired by the Reggio Emilia approach.

b. Summary of Relevant Experience.

Naugatuck Valley Community College – Child Development Center, Waterbury, CT  
School Readiness funded college laboratory school serving ages 18 months to age 6  
Abbie Calo, Director  
203-575-8293

Dates of Service: 2016 to present

Contract Timeframe and Cost: will be completed on time and at budget of \$2400 per year of service

Project: 2-year focus that included consultation, training, leading of PLC, and coaching on trauma-informed teaching strategies, teacher self-care, Pyramid model approach to behavior management.

Imagine Nation – A Museum Early Learning Center, Bristol, CT

School Readiness funded preschool in the setting of a children's museum, serving children ages 6 weeks through age 5.

Coral Richardson, Director

860-582-1480, ext. 180

Dates of Service: 2007-present, twice monthly. Current project: 2017-18

Contract Timeframe and Cost: Annual contracts with all services completed on time. Variable annual budgets that include School Readiness QE funding, community grants, and program-funded project that total approximately \$9000-14,000 per year.

Current Project: Consultation, professional development/training, leading of a PLC, and in-classroom coaching. "Joyful Classrooms – Empowered Teachers" a year-long focus on teacher mental health, tiered models of behavior intervention, trauma-informed teaching strategies, and effective interpersonal communication skills.

Strong Start Early Care and Education, Trumbull, CT

Private program serving children ages 6 weeks through age 5

Marc Hoffman, Owner/Operator and Head of School

Christina Masciola, Director

203-816-6884

Dates of Service: 2015-present, weekly services

Contract Timeframe and Cost: Annual contract with all services completed as requested. This work is not publicly funded and cost is confidential information.

Project: To provide consultation, professional development, and coaching in the areas of inquiry-based curriculum and positive behavior support systems on a continual basis. Develop policy, procedure and operational systems that are OEC and NAEYC accreditation compliant.

Alphabet Academy, Hamden, CT

Private program, 2 sites in Hamden, 1 on Yale campus. Serves children 6 weeks – kindergarten.

Amy Small, Owner/Operator

Dates of Service: 2016-present, monthly services

Contract Timeframe and Cost: Annual contracts with all services completed as requested. This work is not publicly funded and cost is confidential information.

Project: Consultation, professional development, and coaching of teaching and administrative staff.

Writing curriculum, observe and recommend programming/practices to support classrooms and individual children, develop policy and operational systems.

Putnam Indian Field School, Greenwich, CT

Private preschool serving children ages 18 months through age 6

Susan Donaghy, Head of School

203-661-4629

Dates of Service: 2012-present

Contract Timeframe and Cost: Annual contracts with all services completed as requested. This work is not publicly funded and cost is confidential information.

Project: To provide consultation and professional development on constructivist curriculum and to write curriculum.

c. Personnel Listing

Patricia Reinhardt is the only person identified in the work plan.

d. 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.

This project would be carried out only by Patricia Reinhardt:

**RESUME**

**Patricia Reinhardt, M.Ed.**

54 Taunton Lake Rd.

Newtown, CT 06470

(203) 426-6148

preinhardt@sbglobal.net

**Employment History:**

**Adjunct Instructor of Early Childhood Education**

**Naugatuck Valley Community College, Waterbury, CT**

1994-present. (6 credits per semester) Initial assignments included all courses offered in the Early Childhood Education Curriculum including literacy, administration and supervision, creative arts, infant/toddler education, and student teacher supervision. For the past 18 years I have taught mostly within specific areas of specialty:

ECE 106 – Music and Movement Education for Young Children

ECE 215 - The Exceptional Learner, Inclusion in Early Childhood Education

**Early Childhood Education Consultant in Independent Practice**

1987-present. Approved as an Early Childhood Education Consultant by the CT Office of Early Childhood to licensed preschool programs ranging in size from 12 to 160 children ages six weeks to 12 years in private, corporate, parent coop, intergenerational, and non-profit settings, in addition to the laboratory school at Naugatuck Valley Community College. In addition to general consultation to this client base, I have:

- Participated in CT Office of Early Childhood initiatives such as development of the CT Early Learning and Development Standards and Core Knowledge and Competencies for Technical Assistance Providers.
- Provided contracted consultation and coaching for the AFP and School Readiness districts.
- Provided technical assistance and staff training in the areas of quality enhancement, developmentally appropriate practice, child behavior and development, and curriculum development – experienced in the Reggio Emilia approach.
- Served as a CDA advisor, NAEYC accreditation validator, and Connecticut Charts-a-Course TAB trainer.
- Trained to administer the DECA and CLASS assessments, reliability-rated ECERS assessor.
- Consulted extensively to a children's museum.
- Co-founder of the CT Consultant's Network - developed training and evaluation materials for consultation.
- Served as SDE Training Wheels Coach with extensive experience in the implementation of the CT Preschool Curriculum and Assessment Frameworks and School Readiness Learning Experience Plan guidelines.
- Served as a trainer evaluator for the CCAC Quality Assurance and Improvement System for the TPCD.
- Served as NAEYC accreditation coordinator for NVCC lab school
- Represented NVCC on the Waterbury School Readiness Council and served as School Readiness liaison for NVCC Child Development Center.
- Trained as a School Reform Initiative coach and have used critical friends approach.
- Led the NAEYC Associate Degree (ECADA) accreditation project at NVCC and provided support in the application

- of the college to be approved as aligned with the core competencies for the ECTC.
- Presented trainings on organizational effectiveness and change management for local director's and consultant's groups as well as at CAEYC and national conventions: 2009 NAEYC Professional Development Institute and 2009 & 2010 Leadership Connections Conference at National Louis University
- Trained and registered to facilitate Circle of Security™ to parents and child care providers.
- Completed several large scale curriculum development projects including some with unique philosophies and settings such as a preschool collaboration with a children's museum, integrating the Reggio Emilia approach and state standards within community-based nursery schools as well as a Jewish Day School, aligning preschool curriculum between public and community based preschools, and building curriculum around character development.

### **Director - Toddler, Preschool, Kindergarten, and School Age Program**

#### **Peter Piper School and Child Care Center, Brookfield, CT**

1981-1987. Responsibilities included staff training and supervision, curriculum and program development, management of building and grounds, administration of budget and financial procedures, parent communication and education, developmental assessments, and community networking. The school provided high quality, inclusive toddler, preschool, kindergarten, enrichment, and child care programs to 90 children ages 2-8 by a staff of 12. During my directorship, I established the first full day kindergarten program in the area, developed an interdisciplinary approach to inclusion of children with special needs into regular classrooms, as well as an exceptionally profitable summer program.

### **Teacher- Title I Preschool**

#### **Newtown Public Schools, Newtown, CT**

1977-1981. Responsibilities included the development and implementation of a town-wide preschool program for educationally disadvantaged/at-risk children under a Title I grant. The position involved providing comprehensive services to children and families through a classroom program, home visits, parent education and participation, and social services. The program earned an exemplary evaluation by the Connecticut State Department of Education.

### **Teacher - Preschool**

#### **Cedargables Preschool, Danbury, CT**

1976-77. Classroom teacher in a part-day program for 3 and 4 year olds.

## **Education:**

### **Graduate Study in Functional Behavior Analysis**

#### **Behavior Support Specialist Program – University of Arizona**

2010. Specialized coursework in child behavior assessment and intervention design

### **Graduate Study in Communication Disorders**

#### **Southern Connecticut State University, New Haven, CT**

1989-1991. Completed 39 credits of graduate study in speech-language pathology and special education.

### **Master of Arts in Education (Early Childhood/Professional Development)**

#### **Fairfield University, Fairfield, CT**

1987. Courses in the areas of teaching, administration, counseling, special education, and neurological development with a focus toward working with young children and families.

### **Parent Education Group Leadership Training**

#### **University of Connecticut, Cooperative Extension System**

1978-1984. Seminars and training in leadership for parent education programs:  
Systematic Training in Education for Parenting and Parent Effectiveness Training

### **Infant-Toddler Education Training**

#### **Harvard University Summer Institute, Center for Parent Education**

1979. (4 credits) Intensive two week course which examined the current research on the

education of infants and toddlers. Presented by Burton L. White, noted author on child development, and the staff of the Harvard Preschool Project.

**Bachelor of Science in Elementary Education**

**Western Connecticut State University, Danbury, CT**

1976. Double Concentration: Psychology and Music

Member of Kappa Delta Pi Honor Society in Education

Student Teaching - kindergarten and grade 2, CT Teacher Certification - Nursery, K-8th grade

**Professional Memberships:**

- National Association for the Education of Young Children
- North American Reggio Emilia Alliance
- Kappa Delta Pi Education Honor Society
- School Reform Initiative
- CT Early Education Consultation Network

**Professional Development History:**

2017 - CT Core Knowledge and Competencies for Professionals Working with Young Children

2016 - Association of Children's Museums National Conference  
NAREA Summer Conference

2015 - Coaching for Transformational Systems Change in Schools - SERC  
Powerful Interactions for Coaches – Judy Jablon  
Designing Adult Learning – School Reform Initiative  
Association of Children's Museums National Conference  
NAREA Summer Conference  
Early Learning and Development Standards for Consultants, CT OEC

2014 - Erikson Institute: Anxiety in Early Childhood, a Root Cause of Behavioral Issues  
Hundred Languages of Children and NAREA Conference  
Responsive Classroom – Introductory Training

2013 - International Conference, Reggio Emilia, Italy (Infant/Toddler & Preschools)  
CT Dept. of Education – Managing Change in Early Childhood Systems  
CEEEN – Early Childhood Education Consultant's Forum  
Pyramid Training – Introductory level

2012 - Infant/Toddler Faculty Institute, CT State Dept. of Education  
Lesley University Reggio Emilia Children and Literacy Conference  
Learning Experience Plan Faculty Institute, CT State Dept. of Education  
Smith College/Eric Carle Museum Reggio Emilia Institute

2011 - School Reform Initiative – Coach/facilitator training, Tufts University  
CT Guidelines for the Development of Infant and Toddler Early Learning  
Labor Laws Overview – CT Small Business Association & HAEYC  
NAEYC Professional Development Institute  
NAEYC Associate Degree Accreditation trainings – 4 Cs

2010 - Circle of Security - trainer certification  
Leadership Connections Conference, National Louis University, Chicago  
State Dept. of Education Training for Training Wheels Coaches  
Lesley University Reggio Emilia Workshops

- 2009 - NAEYC Professional Development Institute  
Leadership Connections Conference, National Louis University, Chicago  
State Dept. of Education Training for Training Wheels Coaches  
Yale University Continuing Education - Business Coaching Series
- 2008 - Consultation in Early Childhood Settings (Buysse & Wesley) SERC  
State Dept. of Education Training for Training Wheels Coaches  
CCAC Train-the-Trainer for Adult Learning – Modules 2 & 3
- 2007 - CCAC Train-the-Trainer for Literacy and Adult Learning Module 1  
SERC Workshops on Autism and Assessment of Preschool Children  
CT Dept. of Education Training for Consultants - Preschool Curriculum Framework
- 2006 - CCAC Train-the-Trainer for Infant/Toddler and Special Needs  
NAEYC Accreditation Workshops  
Council on Exceptional Children, DEC Conference
- 2005 - Specialized training in autism research and educational practice  
CMEA Conference on Early Childhood and Elementary Music Education
- 2004 - National Training Institute 5-day Training in Child Care Consultation
- 2003 - Music Educator's National Conference, Providence  
NAEYC Validator Re-training  
CT. State Department of Education Preschool Assessment Framework training
- 2002 - Council on Exceptional Children, Division of Early Childhood - Conference, Boston
- 2001 - Devereux Early Childhood Assessment training  
ADHD - Current Research and Practice
- 2000 - Ct. Department of Social Services, ECERS training  
Ct. Department of Education - Preschool Curriculum Framework training
- 1999 - NAEYC Validator Training  
Council on Exceptional Children, DEC Conference
- 1998 - CDA Advisor training

## **References:**

Coral Richardson, Director  
Imagine Nation – A Museum Early Learning Center  
One Pleasant Street  
Bristol, CT 06010  
860-582-1480

Marc Hoffman, Owner/Operator  
Strong Start Early Care and Education  
56 Quarry Road  
Trumbull, CT 06611  
203-816-6884

Abbie Calo, Director  
Naugatuck Valley Community College Child Development Center/Laboratory School



750 Chase Parkway  
Waterbury, CT 06702  
203-575-8293

Cynthia Meo, Early Childhood Education Department Coordinator  
Naugatuck Valley Community College  
750 Chase Parkway  
Waterbury, CT 06702  
203-596-2107

b. Work Plan. Please describe the approach that would be generally followed in undertaking the Scope of Services in Section C above. Please identify the evidence based coaching model you are proposing to use, desired outcomes and how it will be evaluated.

This project continues work done over the past two years on addressing challenging behaviors using a tiered approach (Pyramid Model). Intensive study of various models and systems of behavior supports as well as application of functional behavior analysis were studied through a series of trainings and coaching, using QE funds previously provided to the NVCC Child Development Center through Waterbury School Readiness. This was planned to be a 3-year project and is now entering its third year. The focus of this year's professional development will be on social-emotional curriculum; collaborative emotional processing; and utilizing the arts in self-regulation and expression. This year's work builds on the previous years and will help to ensure sustainability of prior learning by monitoring of independent application. The coaching model to be used is a combination of cognitive and instructional coaching. Cognitive coaching is generally used to support a growth mindset approach and to facilitate adoption of beliefs (mental models) that will lead to change of practice. Instructional coaching may be used where needed to demonstrate and facilitate the implementation of specific skills and strategies.

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.

Other than the administrative services regarding the general awarding of funds and monitoring of projects, no additional services are expected of the City.

4. Cost Schedule

See pg ED 114 Budget Form and Budget Justification

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.
- 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

6. Exceptions and Alternatives:  
None.

7. Additional Data:

The Child Development Center at Naugatuck Valley Community College has relied on QE funds for many years to be able to pay for an educational consultant and would not be able to continue to access these services without these funds. There is no other source of funding. The teaching faculty and administration have developed a strong working relationship with Patricia Reinhardt and is very satisfied with the quality of her work, which has met the specialized needs of the program. The NVCC Child Development is complex and unique from other Waterbury School Readiness sites in its needs. It is first and foremost a laboratory school with the purpose of training future teachers. This adds to the scope of its responsibilities and framework since professional development must relate to what is taught in the academic classes of the early childhood degree program. It is also a school that follows the Reggio Emilia approach modified to blend with CT Early Learning and Development Standards and NAEYC Accreditation Standards and Indicators that are requirements of the School Readiness grant. The master teachers in each classroom all have graduate degrees, many in early childhood special education. They have worked best in a facilitated professional learning community and enjoy access to consultant/experts when needed to improve classroom practice – consistent with principles of adult learning. All of this requires a consultant/trainer/coach who knows and understands the college-embedded program, the Reggio Emilia approach, has a background in special education, is trained in the PLC approach, and is accustomed to working with highly trained staff, many of whom are themselves adjunct faculty.

Additionally, effective consultation and coaching are relationship-based. Deep trust between consultants/coaches and teachers develops over time - and as years go by, these relationships become very powerful. It is the strong preference of this program that they continue their professional development - not with a consultant/coach who is *generally* qualified - but with the one who is particularly suited to the unique needs of this lab school and who also has a successful established working relationship with its staff and administration. This will allow them continue their project without disruption to their progress.

STATEMENT OF NEED, GOALS AND INDICATORS OF PROGRESS

For each proposed activity please provide a detailed description of the need for the activity, the intended goals and indicators of progress toward the goals. Provide the expected cost of each activity and the resources that could support the implementation of the activity. Copy this page as needed to describe each activity and provide a summary on the chart provided.

|  |                                       |
|--|---------------------------------------|
| <b>Town:</b> Waterbury   | <b>Contractor:</b> Patricia Reinhardt |
| <p><u>Activity and Activity Description:</u><br/>         For Naugatuck Valley Community College Child Development Center: Professional development in the form of four 2-hour professional learning community sessions with follow-up coaching after each session to support implementation of practices:</p> <ol style="list-style-type: none"> <li>1. Beginnings Curriculum Module: Laying a foundation for social emotional education and prevention of challenging behaviors. Building upon the professional development focus over the past two years based on the CSEFEL Pyramid Model, Trauma Informed Teaching and Positive Behavior Support Systems, teachers will apply practices with greater accuracy and consistency. One coaching session to follow will support implementation of practice, identify strengths and needs to inform supervision.</li> <li>2. Collaborative Emotion Processing: Communication techniques and behavior management strategies that extend previous professional development on emotionally responsive practice, trauma informed teaching and restorative practice. One coaching session to follow will support implementation of practice, identify strengths and needs to inform supervision.</li> <li>3. Utilizing the Arts to Enhance Emotional Processing: Research shows that visual arts, drama, music and dance are powerful tools to support emotional self-regulation and expression and aligns with the arts-based Reggio Emilia Approach. One coaching session to follow will support appropriate implementation of practice, identify strengths and needs to inform supervision through collaboration with the Atelierista and Music Faculty.</li> <li>4. Summary Session: A necessary element to culminate professional learning community work. It is from the summary session that effective practices are confirmed, changes to policy may emerge, and next steps are planned.</li> </ol> <p>*Each session will be followed by a summary and planning session between the consultant/coach and administration. The director will receive coaching on reflective supervision that will support and enhance sustainability of this 3-year project.</p> |                                       |
| <p><u>Expected Cost:</u><br/>         \$2400.00=\$1200 for PLC sessions + \$1200 for coaching</p>  |                                       |
| <p><u>Possible Resources:</u><br/>         Powerful Interactions (Judy Jablon &amp; Amy Dombro)<br/>         Unsmiling Faces - Preschools That Heal (Lesley Koplow)<br/>         Continuing to build on previously utilized resources that align with the CSEFEL Pyramid Model.</p>  |                                       |
| <p><u>Population (number of children, staff, and programs served by this activity):</u><br/>         Approximately 60 children and 12 staff in one program</p>   |                                       |

Statement of Need:

The original need of this project, which started three years ago, was to address the growing issue of how to best meet the needs of children with social-emotional delays due to trauma, disadvantage and societal circumstances. The growing understanding that challenging behaviors are the result of underlying anxiety, has led to our implementation of comprehensive policies, procedures and social-emotional curricula that will serve as a framework for the community of learners that we serve. This is the final year of the original 3-year project to study and develop effective and comprehensive approaches to holistic behavior management.

Goals:

Teachers will demonstrate:

- Implementation of the Naugatuck Valley Community College Laboratory School's *Beginnings Curriculum Module* with accurately and effectively.
- Implementation of techniques of Collaborative Emotion Processing.
- Utilization of the arts to enhance emotional self-regulation and expression.

Administration will demonstrate:

- Utilization of reflective supervision and development of supervision tools to support the expectations of teacher's that are connected to CT's Core Knowledge and Competency Framework for Professionals Working with Young Children and Their Families and the NAEYC Accreditation Standards and Indicators.

Indicators of Progress:

- Indicators of progress will be specified on a rubric and measured by progressive levels of implementation.
- The consultant will review supervision tools and practices used beyond the coaching to determine whether practices are sustained.

Grant Objectives Addressed:

- A. Background and Intent
  2. Help directors and administrators to obtain training
  9. Provide for educational consultation and staff development
- B. 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. Has in-depth knowledge of and experience utilizing evidence-based coaching practices
  3. N/A
  4. Knowledge and experience using adult learning principles and structuring technical assistance to promote links among research, theory and practice
  5. A proposer with a proven track record in providing these types of or similar services
  6. Knowledge of Federal and State laws and regulations governing the services outlined in the scope of services.
  7. Completion of all sections of the local RFP as required by the CT State Office of Early Childhood

Plan for Activity Evaluation:

A professional learning community provides an opportunity for the facilitator/coach to assess understanding of ideas and concepts through discussion. Coaching will include classroom observation and team meetings to review practices and complete rubrics. A survey of participants at the end of the project will be done as an additional measure to evaluate the effectiveness of the work.

A written report will be prepared by the consultant/coach that summarizes the activities facilitated, learning outcomes, progress of staff in implementation of practices and next steps for sustainability.

| FISCAL YEAR 2019  |  |                       |                       |
|---|--|-----------------------|-----------------------|
| ED 114 BUDGET FORM  |  |                       |                       |
| <b>GRANTEE NAME:</b>  | Patricia Reinhardt for Naugatuck Valley Comm-Tech College Child Development Center |                       |                       |
| <b>GRANT TITLE:</b>   | School Readiness Quality Enhancement Grant   | <b>Grant Period:</b>  | 7/1/2018 to 6/30/2019 |
| <b>Project Title</b>  | School Readiness Quality Enhancement   | <b>Total Award:</b>   | \$ 2,400.00           |
| <b>Accounting Classification:</b> Fund: 11000 SPID: 17097 Year: 2019 PROG: 82079 CF1: 170018/170035 |  |                       |                       |
| <b>CODES</b>  | <b>DESCRIPTIONS</b>  | <b>ANNUAL</b>         |                       |
| 111a  | Non-Instructional (Administrative/Supervisor Salaries/Clerical/Other)              | \$ -                  |                       |
| 111b  | Instructional  | \$ -                  |                       |
| 200   | Benefits   | \$ -                  |                       |
| 320   | Professional Education Services  | \$ -                  |                       |
| 321   | Tutors   | \$ -                  |                       |
| 322   | In-service   | \$ -                  |                       |
| 323   | Pupil Services   | \$ -                  |                       |
| 324   | Field Trips  | \$ -                  |                       |
| 325   | Parent Activities  | \$ -                  |                       |
| 330   | Employee Training and Development Services   | \$2,400.00            |                       |
| 340   | Other Professional Technical Services  | \$ -                  |                       |
| 400   | Purchased Property Services  | \$ -                  |                       |
| 500   | Other Purchased Services   | \$ -                  |                       |
| 600   | Supplies   | \$ -                  |                       |
| 700   | Property   | \$ -                  |                       |
| <b>TOTAL</b>  |  | <b>\$2,400.00</b>     |                       |
|   |  | <b>Original Date:</b> | <b>Revised Date:</b>  |

Budget Justification

| QE BUDGET JUSTIFICATION PAGE  |   |                               |
|---|---|-------------------------------|
| ***All totals in budget justification page are linked to the ED114 budget form and will auto-calculate*** |   |                               |
| Municipality: Waterbury   |   | July 1, 2018 to June 30, 2019 |
| Line Items  | NARRATIVE   |                               |
| 111A  | NON-INSTRUCTIONAL   | ANNUAL                        |
|   | TOTALS  | \$ -                          |
| 111B  | INSTRUCTIONAL   | ANNUAL                        |
|   | TOTALS  | \$ -                          |
| 200   | PERSONNEL SERVICES / BENEFITS                                       | ANNUAL                        |
|   | TOTALS  | \$ -                          |
| 320   | PROFESSIONAL EDUCATION SERVICES                                     | ANNUAL                        |
|   | TOTALS  | \$ -                          |
| 321   | TUTORS (NON-PAYROLL SERVICES)                                       | ANNUAL                        |
|   | TOTALS  | \$ -                          |
| 322   | IN-SERVICE (INSTRUCTIONAL PROGRAM IMPROVEMENT SERVICES)             | ANNUAL                        |
|   | TOTALS  | \$ -                          |
| 323   | PUPIL SERVICES (NON-PAYROLL SERVICES)                               | ANNUAL                        |
|   | TOTALS  | \$ -                          |
| 324   | FIELD TRIPS   | ANNUAL                        |
|   | TOTALS  | \$ -                          |
| 325   | PARENT ACTIVITIES   | ANNUAL                        |
|   | TOTALS  | \$ -                          |
| 330   | EMPLOYEE TRAINING AND DEVELOPMENT SERVICES                          | ANNUAL                        |
|   | 4-2 hour Professional Learning Communities-Professional Development | \$ 1,200.00                   |
|   | 3-Follow Up Coaching Sessions for 3 Classrooms                      | \$ 1,200.00                   |
|   | TOTALS  | \$ 2,400.00                   |

|     |                                       |             |
|-----|---------------------------------------|-------------|
| 340 | OTHER PROFESSIONAL TECHNICAL SERVICES | ANNUAL      |
|     |                                       |             |
|     | TOTALS                                | \$ -        |
| 400 | PURCHASED PROPERTY SERVICES           | ANNUAL      |
|     |                                       |             |
|     | TOTALS                                | \$ -        |
| 500 | OTHER PURCHASED SERVICES              | ANNUAL      |
|     |                                       |             |
|     | TOTALS                                | \$ -        |
| 600 | SUPPLIES                              | ANNUAL      |
|     |                                       |             |
|     | TOTALS                                | \$ -        |
| 700 | PROPERTY                              | ANNUAL      |
|     |                                       |             |
|     | TOTALS                                | \$ -        |
|     |                                       |             |
|     | GRAND TOTAL                           | \$ 2,400.00 |

STATEMENT OF ASSURANCES SIGNATURE PAGE

I, the undersigned authorized official; do hereby certify that these assurances shall be fully implemented.

Signature of Official:



Patricia Reinhardt

Name: (please type)

Early Childhood Education Consultant

Title: (please type)

4/4/2018

Date:

To be signed below ONLY if the Fiscal Agent is other than the program applying for the funds:

Signature of Fiscal Agent:



Date:

4/9/18

Name & Title (please print):

Patricia Reinhardt



N/A Patricia Reinhardt is a sole proprietor

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

**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.: 041-52-9890

County of Fairfield

Patricia Reinhardt, being first duly sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or Owner** of Patricia Reinhardt Education Consultant (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<br>(if none state NONE) | Service<br>or<br>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<br>(if none state NONE) | Service<br>or<br>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<br>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):

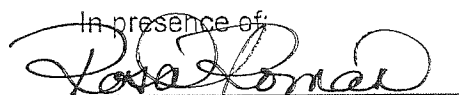
| Name | Title | Affiliated Company<br>(if none state NONE) | Address | DOB |
|------|-------|--|---------|-----|
| 1    |       | None                                       |         |     |
| 2    |       |  |         |     |
| 3    |       |  |         |     |
| 4    |       |  |         |     |

(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<br>PLACE<br>OF BUSINESS |
|------------|---------------------------------|-----------------------------------|
| 1          | None                            |                                   |
| 2          |                                 |                                   |
| 3          |                                 |                                   |
| 4          |                                 |                                   |

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

For Partnership/Sole Proprietor

In presence of  
  
 Witness

  
 Name of Partnership/Business

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

By: Patricia Reinhardt  
Name of General Partner/ Sole Proprietor

54 Taunton Lake Rd. Newtown, CT 06470  
Address of Business

State of Connecticut )  
 ) SS

County of Fairfield )

Patricia Reinhardt being duly sworn,

Deposes and says that he/she is Sole Proprietor of Ed. Consulting Practice 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)

N/A

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

For Corporation

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name of Corporate Signatory

\_\_\_\_\_  
Address of Business

Affix  
Corporate  
Seal

By: \_\_\_\_\_  
Name of Authorized Corporate Officer

Its: \_\_\_\_\_  
Title

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

State of Connecticut )

) SS

County of Fairfield )

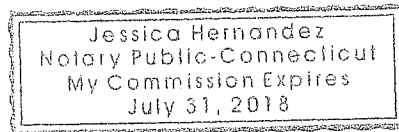
Patricia Reinhardt being duly sworn,

deposes and says that he/she is Sole Proprietor of Ed. Consulting Practice and  
that he/she answers to the foregoing questions and all statements therein are true and  
correct.

Subscribed and sworn to before me this 9th day of April 2018.

My Commission Expires: 7/31/18

Jessica Hernandez  
(Notary Public)



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.

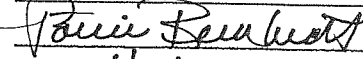
Full Legal Name and address of Recipient, Vendor, or Contractor:

Patricia Reinhardt  
54 Taunton Lake Road  
Newtown, CT 06470

Print Name and Title of Authorized Representative:

Patricia Reinhardt

Signature of Authorized Representative:



Date: 4/9/18

CITY OF WATERBURY  
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2019)  
Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City



[Redacted]  
(Service or Commodity Covered by Contract)

[Redacted]  
(Term of Contract)

-----  
[Redacted]  
(Service or Commodity Covered by Contract)

[Redacted]  
(Term of Contract)

-----  
[Redacted]  
(Service or Commodity Covered by Contract)

[Redacted]  
(Term of Contract)



CITY OF WATERBURY  
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2019)  
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 2019)  
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)

Patricia Reinhardt

\_\_\_\_\_  
Signature of Individual (or Authorized Signatory)

4/9/18  
Date

Patricia Reinhardt

\_\_\_\_\_  
Print or Type Name and Title (if applicable)

DELIVERED

| By Mail

☐

Hand-Delivered

☒

ATTACHMENT C

ROCCO ORSO  
DIRECTOR OF PURCHASING  
236 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.

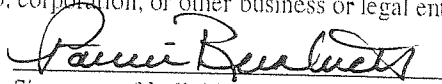
The undersigned acknowledges receipt of addenda numbered: (insert date)

1 Addendum #1 (4/3/2018) 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.

041-52-9890  
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 Patricia Reinhardt  
By: \_\_\_\_\_  
(Title)  
Business Address: 54 Taunton Lake Road  
(City, State, Zip Code)  
Newtown, CT 06470  
Phone: 203-426-6148

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  
DEPARTMENT OF FINANCE – RISK MANAGEMENT  
CERTIFICATE OF INSURANCE REVIEW FORM

Contract Recipient or Vendor Name: Patricia Reinhardt

Requesting Department: BOE

Department Contact: Karen Rainville

Description of Work To Be Performed: Consultant for Early  
Childhood Care

Estimated Contract Duration and End Date: 1 year

---

Date Reviewed: 11/20/17

Insurance Certificate Term: 9/19/17-9/19/18

Payment / Performance Bond:

Verification of Existence of Fidelity and Surety in CT  
<http://www.ct.gov/cid/lib/cid/licencom.pdf>

Certificate Meets Insurance Specifications: Yes

Insurance Carrier A.M. Best Rating: A-/7 or better

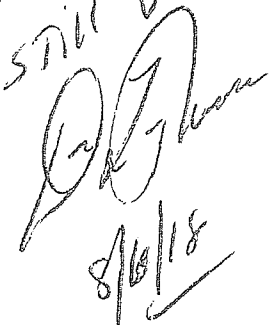
Comments:

Approved: Yes



Risk Manager or Authorized Designee

*This is  
still valid  
8/16/18*





A member of MetLife Insurance Group

Home Office:

11880 College Blvd, Suite 500  
Overland Park, KS 66210  
(800) 351-1411

## CERTIFICATE OF INSURANCE

Named Insured: Reinhardt, Patricia  
Address: 54 Taunton Lake Rd  
City, State Zip: Newtown, CT 06470

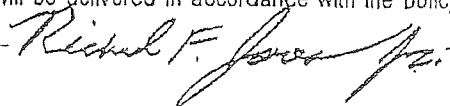
This Certificate is provided only for information purposes and confers no rights upon the certificate holder. It does not amend, extend, reduce or otherwise alter the coverage afforded by the policy shown below, nor does it constitute a contract between this insurance company, or its authorized representative or producer, and the certificate holder.

IMPORTANT: If the Certificate holder is an additional insured, the policy must be endorsed.

|  |  |
|--|--|
| Producer:<br>Name: Richard F Jones Jr<br>Address:<br>3130 Broadway, Kansas City MO 64111 | Policy No.: PED0263985<br>Policy Effective Date: 09/19/17<br>Policy Expiration Date: 09/19/18<br>Tab No.: 024145 |
|--|--|

Coverages: This certifies that the policy of insurance shown below was issued to the Named Insured above for the policy period stated herein, commencing with the policy effective date and concluding with the policy expiration. The insurance afforded by the policy is subject to all the terms, exclusions and conditions of such policy in spite of any requirement, term or condition of any other contract or document with respect to which this Certificate may pertain. The Limit of Liability shown below may have been reduced by paid claims.

| Private Educators Professional Liability<br>(Claims Made)   | Off Premises Liability  |
|---|---|
| Limit of Liability:<br>\$ <u>1,000,000</u> Per Claim Limit of Liability<br>\$ <u>3,000,000</u> Aggregate Limit for all Claims<br>Deductible:<br>\$ <u>1,000</u> | Limit of Liability:<br>\$ <u>1,000,000</u> Per Claim Limit of Liability<br>\$ <u>3,000,000</u> Aggregate Limit for all Claims<br>Deductible:<br>\$ <u>1,000</u> |

|   |   |
|---|---|
| Certificate Holder:<br>City of Waterbury, Connecticut | Cancellation: In the event the above described policy is cancelled before the expiration date shown above, notice of cancellation will be delivered in accordance with the policy provisions.<br> |
|---|---|

Date Issued: 11/20/17

Authorized Representative

Policy Number: PED0263985      Effective Date: 11/20/17      Endt. Number: 1  
Named Insured & Address:  
Reinhardt, Patricia  
54 Taunton Lake Rd  
Newtown, CT 06470

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies the insurance provided under the following:

PRIVATE EDUCATORS PROFESSIONAL LIABILITY POLICY – 4410 PL

**SCHEDULE**

|  |
|--|
| <b>Name Of Person Or Organization:</b><br>City of Waterbury, Connecticut    -    ADDITIONAL INSURED ON OFF PREMISES ONLY |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations.                   |

Section VI – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for damages and Defense Expenses resulting from a Private Educators Professional Liability Act or Omission committed, in whole or in part, by you or those acting on your behalf, in connection with the performance of, or failure to perform, your professional educational duties.

All other terms, conditions, definitions and exclusions remain the same.

**PROFESSIONAL SERVICES AGREEMENT**  
**RFP No. 6091**  
**for**  
**Quality Enhancement Grant**  
**between**  
**The City of Waterbury, Connecticut**  
**and**  
**Vivian Sue, Consultant**

**THIS AGREEMENT**, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall Building, 235 Grand Street, Waterbury, Connecticut (the "City") and Sue Vivian, 54 Buckland Street, Plantsville, CT 06479 ("Consultant").

**WHEREAS**, the City was awarded a Quality Enhancement Grant for the year July 1, 2018, through June 30, 2019, grant number 151-002-11000-17097-2019-82079-170018/170035; and

**WHEREAS**, The Consultant has responded to the City of Waterbury RFP 6091, and was selected to provide consulting services under the Quality Enhancement Grant; and

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

**NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:**

**1. Scope of Services.** The Consultant shall furnish all of the labor, services, 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, 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 shall provide, services to enhance quality in early childhood programs by providing professional development for the staff development through: six (6) half-days of training, utilizing two (2) trainers and twenty-four (24) days of coaching for 24 teachers, each receiving three coaching visits. The Consultant shall also be provided with one compensable half-day of training and coaching preparation for two trainers. Additionally, Consultant shall complete and deliver such other duties and materials as detailed and described in **Attachment A** and are hereby made material provisions of this Contract.



**Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Consultant as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- (i) Quality Enhancement Grant, (consisting of 18 pages). (Incorporated herein by reference. The Consultant acknowledges that she has a copy of this document in her possession.)
- (ii) City of Waterbury RFP 6091 (consisting of 30 pages) excluding Contract Compliance Packet and, Attachment C - Non-Collusion Form). (Attached hereto.)
- (iii) Addendum 1 to RFP 6091, issued April 3, 2018 (consisting of 2 pages, (Attached hereto.)
- (iv) Consultant's response to City of Waterbury RFP 6091, (consisting of 53 pages). (Attached hereto.)

**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:

- i. This Agreement
- ii. The Quality Enhancement Grant
- iii. The Request for Proposal
- iv. Consultant's Response
- v. Federal, State, and Local Laws, Regulations, Charter and Ordinances
- vi. Technical Specifications

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

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

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

**2.3. Criminal Background Check and DCF Registry Check.** Consultant represents and warrants that she and her employees 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, have no criminal investigation pending and that each of them have submitted to a state and national criminal history records check. The Consultant further represents and warrants that each records check has not revealed any violations or criminal activities, that she and her employees have submitted to a DCF registry check, that there are no pending actions with the Department of Children and Families against any of them and none of them are listed on the child abuse and neglect registry. The City and Board shall rely upon these representations.

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

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

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

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

**3.4. Publicity.** Consultant agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name in connection with any publicity, unless the City gives prior written consent to such use of the City's name in each instance.

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

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

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

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

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

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

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

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

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

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

**3.8. Reporting Requirement.** The Consultant shall deliver upon request and as required by the Quality Enhancement Grant, written reports substantiating documents and invoices to the City's Using Agency, City of Waterbury Department of Education, setting forth (i) the 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) any and all additional useful and/or relevant information. Each report shall be signed by the Consultant.

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

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

5. **Contract Time.** The Consultant shall commence all work and services necessary under this Agreement upon the execution of this Agreement by the Mayor and shall complete all work and services under this Agreement on or before June 30, 2019. ("Contract Time.")

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 Consultant shall not exceed **Twenty-Four Thousand Dollars (\$24,000.00)** for the entire term of this agreement, with the basis of payment being as follows:

- |      |  |             |
|------|--|-------------|
| i.   | Six half-days of training at \$400 per half-day x 2 trainers<br>at \$2400 per trainer<br>Four Thousand Eight Hundred Dollars.....          | \$4,800.00  |
| ii.  | 24 days of coaching for 24 teachers, each receiving<br>3 coaching visits @ \$700.00 per day<br>Sixteen Thousand Eight Hundred Dollars..... | \$16,800.00 |
| iii. | Two half-days of training/ PLC's for returning teachers<br>@ \$400.00 per half-day x 2 trainers<br>One Thousand Six Hundred Dollars.....   | \$1,600.00  |
| iv.  | Two half-days of training/ preparation<br>@ \$400.00 per half-day x 2 trainers<br>One Thousand Six Hundred Dollars.....                    | \$800.000   |
| v.   | Total Compensation an amount not to exceed<br>Twenty-Four Thousand Dollars.....  | \$24,000.00 |

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, etc. required in this Agreement and such review as may be further required by the Charter and Ordinances of the City. Consultant's invoices shall describe the work, services, reports, plans, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

6.2.1 Consultant and her employees 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 Consultant and/or her employees is/are, or become(s) delinquent or in

arrears on, regarding the Consultant's and/or her employees' 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 agreement 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 agreement, 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 determines that the Consultant has completed the work in accordance with the requirements of this agreement.

**6.4 Proposal Costs.** All costs of the Consultant in preparing its proposal for this contract 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 agreement or any other agreement.

**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 all material, reports, plans, supplies, services, etc. required to be delivered to the City hereunder shall pass to City upon City payment to the Consultant for that item. Consultant and its insurer shall assume the risk of loss or damage up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's negligence.

**8. Indemnification.**

**8.1.** The Consultant shall indemnify, defend, and hold harmless the City and its boards, the City's Board of Education (if applicable), 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, 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) 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.

**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 agreement.

## **9. Consultant's Insurance.**

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

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

**9.3.** Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If

any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

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

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

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

**9.4.2 Automobile Liability Insurance:** \$1,000,000.00 combined single limit (CSL) 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.

**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

Consultant 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. \$1,000,000.00 Each Occurrence and \$1,000,000.00 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 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 Waterbury 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 Waterbury Board of Education are listed as additional insured on all lines of coverage except Workers Compensation and Professional Liability and include a waiver of subrogation on all lines of coverage except Professional Liability as their interests may appear"**. The City's request for proposal number must be shown on the certificate of insurance. The 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.

## **12. Confidentiality/FERPA.**

**12.1** The 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 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. The Consultant shall further ensure that the all social work interns 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 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.

**12.2** Any and all materials contained in a City of Waterbury students file that are entrusted to the 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 the Consultant shall be used solely for the purposes of providing services under this agreement.

**12.3** The 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). The Consultant 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 Consultant has no authority to make disclosures of any information from education records.

### **13. Termination.**

**13.1. Termination of Contract for Cause.** If, through any cause, in part or in full, not the fault of the Consultant, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination.

**13.1.1** In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc. prepared by the Consultant under this Contract shall, at the option of the City, become the City's property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

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

**13.2. Termination for Convenience of the City.** The City may terminate this Contract at any time for the convenience of the City, by a notice in writing from the City to the Consultant. If this Contract is terminated by the City as provided herein, the Consultant will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Consultant covered by this Contract, less payments of compensation previously made.

**13.3. Termination for Non-Appropriation or Lack of Funding.** The Consultant acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Consultant therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law.

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

**13.3.2 Effects of Reduced Levels of Funding.** If funding is reduced by law, or funds to pay the Consultant for the agreed to level of the products, services and functions to be provided by the Consultant under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) calendar days written notice to the Consultant, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

**13.3.3 No Payment for Lost Profits.** In no event shall the City be obligated to pay or otherwise compensate the Consultant for any lost or expected future profits.

**13.4. Rights Upon Cancellation or Termination.**

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

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

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

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

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

**14. Ownership of Instruments of Professional Services.** The City acknowledges the Consultant's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services.

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

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

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

**18. Audit.** The City reserves the right to audit the Consultant's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract. In the event the City elects to make such an audit, the Consultant shall immediately make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

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

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

**21. Entire Agreement.** This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any

amendment to this Contract must be in writing and agreed to and executed by the City and the Consultant.

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

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

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

**25. Contract Change Orders.**

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

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

**25.1.2** the Change Order monetary cost is charged solely against those funds encumbered for and at the time the Contract was originally executed by the City, that is those funds set forth in the original Contract as a not to exceed payment



amount OR within the original Contract's contingency / allowance / reserve amount (if any is stated therein), AND

25.1.3 the Final Completion Date has not been changed.

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

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

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

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

of its services hereunder. The Consultant further covenants that in the performance of this Contract no person having any such interest shall be employed.

**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. 6091 and (ii) the Consultant's proposal responding to the aforementioned RFP No. 6091.

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

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

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

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

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

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

31. **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 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:

Sue Vivian  
54 Buckland Street  
Plantsville, CT 06479

City:

City of Waterbury  
c/o Department of Education  
Chief Operating Officer & Chief of Staff  
236 Grand Street, 1<sup>st</sup> Floor  
Waterbury, CT 06702

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

The Person (the term "Person" shall herein be as defined in Section 38 of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

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

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

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

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

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

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

**32.7.** The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has (i) delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; (ii) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding

disclosure of financial interests; (iii) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and (iv) filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

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

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

**32.10.** The Consultant hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: <http://www.waterburyct.org/content/458/539/default.aspx> [click link titled "The City of Waterbury Code of Ordinances Passed 8/24/2009". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"]].

**32.11.** The 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.

**IN WITNESS WHEREOF,** the parties hereto execute this agreement on the dates signed below.

WITNESS:

CITY OF WATERBURY

\_\_\_\_\_

By: \_\_\_\_\_  
Neil M. O'Leary, Mayor

\_\_\_\_\_

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

WITNESS:

CONSULTANT  
SUE VIVIAN

\_\_\_\_\_

By: \_\_\_\_\_  
Sue Vivian

\_\_\_\_\_

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

## ATTACHMENT A

- (i) Quality Enhancement Grant, (consisting of 18 pages). (Incorporated herein by reference. The Consultant acknowledges that she has a copy of this document in her possession.)
- (ii) City of Waterbury RFP 6091 (consisting of 30 pages) excluding Contract Compliance Packet and, Attachment C - Non-Collusion Form). (Attached hereto.)
- (iii) Addendum 1 to RFP 6091, issued April 3, 2018 (consisting of 2 pages) (Attached hereto.)
- (iv) Consultant's response to City of Waterbury RFP 6091, (consisting of 53 pages). (Attached hereto.)

## ATTACHMENT A

City of Waterbury RFP 6091 (consisting of 30 pages) (Attached hereto).

## ATTACHMENT A

Addendum 1 to RFP 6091, issued April 3, 2018 (consisting of 2 pages) (Attached hereto.)



## ATTACHMENT A

Consultant's Response to City of Waterbury RFP 6091 (Consisting of 53 pages.) (Attached hereto.)



Copy

April 5, 2018

Mr. Rocco Orso  
Director of Purchasing  
235 Grand Street  
Waterbury, CT 06702

Hello,

I am submitting a proposal for the Waterbury School Readiness Quality Enhancement Grant (Bid # 6091). I have attached the grant, budget pages, statement of assurances, and required City of Waterbury forms. I have also enclosed my resume.

Please let me know if you need anything further. Thank you.

Sue Vivian

## QUALITY ENHANCEMENT GRANT PROGRAM

FY 2019

Waterbury

LOCAL REQUEST FOR PROPOSAL

The purpose of the Quality Enhancement Grant Program is to provide funding for School Readiness programs that focus on education and early care that addresses the School Readiness quality components and/or expands comprehensive services for children and families.

Legislative Authority  
C.G.S. Section 17b-749c

**DUE DATE**

\_\_\_April 11, 2018\_\_\_

SUBMISSION INFORMATION

|                         |                       |   |
|-------------------------|-----------------------|---|
| <b>Name:</b>            | Sue Vivian            |   |
| <b>Street Address:</b>  | 54 Buckland Street    |   |
| <b>City, State, Zip</b> | Plantsville, CT 06479 |   |
| <b>Primary Contact:</b> | Sue Vivian            |   |
| <b>Telephone:</b>       | 860.406.1190          | <b>E-mail:</b> <a href="mailto:vivian.ecconsulting@gmail.com">vivian.ecconsulting@gmail.com</a> |

FISCAL AGENT (if applicable)

|                         |             |                |
|-------------------------|-------------|----------------|
| <b>Name:</b>            | _____       |                |
| <b>Street Address:</b>  | _____       |                |
| <b>City, State, Zip</b> | _____       |                |
| <b>Primary Contact:</b> | _____       |                |
| <b>Telephone:</b>       | <b>Fax:</b> | <b>E-mail:</b> |
|                         | _____       | _____          |

SCHOOL READINESS LOCAL QUALITY ENHANCEMENT RFP TABLE OF CONTENTS

OVERVIEW .....3

APPLICATION REQUIREMENTS .....4

APPLICATION PROCESS.....5

STATEMENT OF NEED, GOALS AND INDICATORS OF PROGRESS .....6

BUDGET .....7

    BUDGET OBJECT CODES .....8

STATEMENT OF ASSURANCES .....10

    STATEMENT OF ASSURANCES SIGNATURE PAGE.....13

OVERVIEW**Purpose:**

The Office of Early Childhood (OEC) shall establish a program, within available appropriations, to provide on a competitive basis supplemental quality enhancement grants to providers of child day care services or providers of school readiness programs pursuant to Connecticut General Statute (C.G.S.) Section 10-16p and Section 10-16u to enhance the quality of early childhood education programs. Child day care providers and school readiness programs in priority school districts and competitive school readiness municipalities may apply for a quality enhancement grant. These applicants must use their local School Readiness Council to review and recommend projects for funding.

The purpose of the QEGP is to provide funding for early care and education programs to address quality standards and/or expand comprehensive services for children and families. C.G.S. Section 17b-749c identifies the following as appropriate use of grant funds:

1. Help providers who are not accredited by the National Association for the Education of Young Children to obtain such accreditation;
2. Help directors and administrators to obtain training;
3. Provide comprehensive services, such as enhanced access to health care, a health consultant, a mental health consultant, nutrition, family support services, parent education, literacy and parental involvement, and community and home outreach programs; and provide information concerning access when needed to a speech and language therapist;
4. Purchase educational equipment;
5. Provide scholarships for training to obtain a credential in early childhood education or child development;
6. Provide training for persons who are mentor teachers, as defined in federal regulations for the Head Start program, and provide a family service coordinator or a family service worker as such positions are defined in such federal regulations;
7. Repair fire, health and safety problems in existing facilities and conduct minor remodeling to comply with the Americans with Disabilities Act; train child care providers on injury and illness prevention; and achieve compliance with national safety standards;
8. Create a supportive network with family day care homes and other providers of care for children;
9. Provide for educational consultation and staff development;
10. Provide for program quality assurance personnel;
11. Provide technical assistance services to enable providers to develop child care facilities pursuant to C.G.S. Sections 17b-749g, 17b-749h and 17b-749i;
12. Establish a single point of entry system; and
13. Provide services that enhance the quality of programs to maximize the health, safety and learning of children from birth to three years of age, inclusive, including, but not limited to, those children served by informal child care arrangements. Such grants may be used for the improvement of staff to child ratios and interaction, initiatives to promote staff retention, pre-literacy development, parent involvement, curriculum content and lesson plans.

## APPLICATION REQUIREMENTS

### **Eligible Applicants**

Eligible applicants are individuals, agencies, or contractors that wish to compete for accessing or implementing the activities proposed by the municipality in accordance with the purpose of the QEGP.

### **Cover Sheet**

The format for the cover sheet appears on the initial page of this document. The cover sheet must include the name of the individual, agency, or contractor and fiscal agent information, if relevant. The municipality may amend the cover sheet to capture information needed to process contracts.

### **Application of Activity Implementation**

To compete for an opportunity to implement a proposed activity that the municipality has chosen, complete the *Application for Activity Implementation* and any other forms required by the municipality.

### **Evaluation**

Using the *Evaluation Chart*, describe the methods and procedures that will be used to determine if, and to what extent, the objectives of the proposal will be achieved. A narrative page may be added if the applicant needs to provide greater detail than the chart allows. The OEC may use data collected from your evaluations in a report describing the use of the Quality Enhancement funds and the impact of the activities toward the intended goals of the grant.

### **Budget Forms and Access to Funds**

Using the appropriate form(s), indicate how the activity funds will be expended through June 30, 2018. There are no administrative, indirect costs, or carry-over funds allowed. The recipient of the award will work with the School Readiness liaison and/or the School Readiness fiscal agent regarding appropriate fiscal accountability.

### **Budget Justification**

Provide detailed explanation of each line item expenditure in your proposed budget.

### **Statement of Assurances**

The Statement of Assurances must be signed by the applicant.

## APPLICATION PROCESS

### **Obligations of Grantees and Sub-Grantees**

Bidders are hereby notified that the grant to be awarded is subject to contract compliance requirements as set forth in the C.G.S. Section 4a-60, 4a-60a and Sections 4a-68j-l et seq. of the Regulations of Connecticut State Agencies. Furthermore, the grantee must submit periodic reports of its employment and sub-contracting practices in such form, in such manner and in such time as may be prescribed by the Commission on Human Rights and Opportunities.

### **Freedom of Information Act**

All of the information contained in a proposal submitted in response to this Request for Proposal (RFP) is subject to the Freedom of Information Act (FOIA), Sections 1-200 et seq. The FOIA declares that, except as provided by federal law or state statute, records maintained or kept on file by any public agency (as defined in the statute) are public records and every person has the right to inspect such record and receive a copy of such records.

### **Management Control of the Program and Grant Consultation**

The Grantee must have complete management control of this grant. While the OEC staff may be consulted for their expertise, they will not be directly responsible for the selection of sub-grantees or vendors, nor will they be directly involved in the expenditure and payment of funds.

### **State Monitoring**

The State may conduct site visits to grantees and sub-grantees funded under this grant program to monitor a community's progress and compliance with the intent of the legislative act.

### **Delivery of Applications**

Delivery of the Local RFP for the School Readiness Program application is required by 11:30 AM on April 11, 2018           .

1. 3 Original, hard-copy signature pages (Statement of Assurances) must be mailed or hand-delivered to Mr Rocco Orso, Director of Purchasing, City of Waterbury, 235 Grand Street, Waterbury, CT 06702.
2. The RFP and original signatures must be received by 11:30 AM on April 11, 2018, **IRRESPECTIVE OF POSTMARK DATE.** Faxed or scanned copies of signatures will not be accepted.

**IMPORTANT NOTE:** Late or incomplete applications MAY not be considered for funding.

Mailing/Delivery address and email is:

Mr. Rocco Orso, Director of Purchasing  
235 Grand Street  
Waterbury, CT 06702

### **Review of Proposals and Grant Awards**

The municipality shall review all applications and put forward to the OEC those proposals that show favorable promise in the implementation of the proposed activity.

### **Other Program Requirements**

Within sixty (60) days after the close of the fiscal year, each grantee must file a financial statement of expenditures with the OEC on such forms as the OEC may require.

### **Reservations and Restrictions**

The Municipality reserves the right not to fund an applicant or grantee/sub-grantee if it is determined that the grantee/sub-grantee cannot manage the fiscal responsibilities required under this grant.

## STATEMENT OF NEED, GOALS AND INDICATORS OF PROGRESS

For each proposed activity please provide a detailed description of the need for the activity, the intended goals and indicators of progress toward the goals. Provide the expected cost of each activity and the resources that could support the implementation of the activity. Copy this page as needed to describe each activity and provide a summary on the chart provided.

|  |                        |
|--|------------------------|
| Town: Waterbury  | Contractor: Sue Vivian |
| <p><u>Activity and Activity Description:</u><br/>           Training, Coaching, and Professional Learning Communities: Weaving together the ELDS and the Pyramid Model to strengthen the Fabric of Learning for Children. Teachers, in their first year of this project, will receive training with supportive coaching to scaffold learning to increase social emotional competencies in children. Teachers, in the second year of this initiative, will participate in Professional Learning Communities to continue and enhance their proficiency in helping children develop social emotional skills.</p>  |                        |
| <p><u>Expected Cost:</u><br/>           \$24,000.</p>  |                        |
| <p><u>Possible Resources:</u><br/>           ..substitutes needed when teachers are in training, coaching, and Professional Learning Communities.<br/>           ..in-kind administrative and supervision support for teachers.<br/>           ..relevant reading resource materials regarding current research on successful teaching competencies.</p>   |                        |
| <p><u>Population (number of children, staff, and programs served by this activity):</u><br/>           Programs involved in the Waterbury School Readiness grant will be included in this initiative with preschool teachers receiving specific and direct support. The number of teachers involved in the project and the exact direction of training will be decided in consultation with the Waterbury School Readiness Council and the School Readiness Liaison.</p>   |                        |
| <p><u>Statement of Need:</u><br/>           We often hear teacher frustration with 'challenging behaviors'. What if we were to change the conversation to how teachers could support children's self-awareness, self-management, social awareness, relationship skills, and responsible decision making competencies? Teachers help children through the stages of learning how to dress, count, write. Let's shift teachers to think of the stages in self-regulation and create protocols, strategies, targeted supports, and interventions. The Pyramid Model, an evidence-based tiered framework that promotes social, emotional, and behavioral development of young children, will be our focus.</p> |                        |
| <p><u>Goals:</u><br/>           Our goal is to equip teachers with current science-based research knowledge of the Pyramid Model and support their development of relevant competencies including establishing positive relationships, designing the environment, developing protocols for schedules/transitions/routines/rules, and creating strategies for targeted support for young children.</p>  |                        |
| <p><u>Indicators of Progress:</u><br/>           An indicator of progress will be an increase in Pyramid Model knowledge, skills, and competencies for teachers.</p>   |                        |
| <p><u>Grant Objectives Addressed:</u><br/>           The objective of our plan is to enhance quality in early childhood programs by providing staff development through six half-day trainings with three individual coaching sessions for each teacher to scaffold individual growth and offer ongoing learning in Professional Learning Communities.</p>   |                        |
| <p><u>Plan for Activity Evaluation:</u><br/>           What is critical in evaluating the effectiveness of any project is to determine if the participants are 'better off' because of their involvement. The tenants of Results Based Accountability ask us to go beyond 'how much we did' to 'how well we did it'. Our ultimate goal is for preschool teachers to help children develop social emotional competencies so they will be eager and ready to learn. Our plan for evaluation is pre/post surveys that will be completed by teachers at the beginning and at the end of the training.</p>  |                        |



**BUDGET**

Each applicant is required to complete a **School Readiness QE Local Budget Workbook** (see attachments) which contains two tabs: (1) Budget Justification and (2) ED114.

On the **Budget Justification** tab, provide a brief explanation justifying each line item expenditure proposed in the grant budget. Justifications for line item expenses must reflect the programs needs to ensure high-quality programming for children.

The ED114 is a detailed line item budget that reflects the programs requested use of funds for FY 2018.  
*(Budget total must equal the requested Quality Enhancement funds.)*

| FISCAL YEAR 2019   |   |                |                       |
|--|---|----------------|-----------------------|
| ED 114 BUDGET FORM   |   |                |                       |
| GRANTEE NAME:  | Waterbury School Readiness Council                                    |                |                       |
| GRANT TITLE:   | School Readiness Quality Enhancement Grant                            | Grant Period:  | 7/1/2018 to 6/30/2019 |
| Project Title  | School Readiness Quality Enhancement                                  | Total Award:   | \$ 24,000.00          |
| Accounting Classification: Fund: 11000 SPID: 17097 Year: 2019 PROG: 82079 CF1: 170018/170035 |   |                |                       |
| CODES  | DESCRIPTIONS  | ANNUAL         |                       |
| 111a   | Non-Instructional (Administrative/Supervisor Salaries/Clerical/Other) | \$             | -                     |
| 111b   | Instructional   | \$             | -                     |
| 200  | Benefits  | \$             | -                     |
| 320  | Professional Education Services                                       | \$             | 24,000.00             |
| 321  | Tutors  | \$             | -                     |
| 322  | In-service  | \$             | -                     |
| 323  | Pupil Services  | \$             | -                     |
| 324  | Field Trips   | \$             | -                     |
| 325  | Parent Activities   | \$             | -                     |
| 330  | Employee Training and Development Services                            | \$             | -                     |
| 340  | Other Professional Technical Services                                 | \$             | -                     |
| 400  | Purchased Property Services   | \$             | -                     |
| 500  | Other Purchased Services  | \$             | -                     |
| 600  | Supplies  | \$             | -                     |
| 700  | Property  | \$             | -                     |
|  |   |                |                       |
|  | <b>TOTAL</b>  | \$             | <b>24,000.00</b>      |
|  |   | Original Date: | Revised Date:         |

# QE BUDGET JUSTIFICATION PAGE

\*\*\*All totals in budget justification page are linked to the ED114 budget form and will auto-calculate\*\*\*

Municipality: Waterbury

July 1, 2018 to June 30, 2019

| Line Items | NARRATIVE   |              |
|------------|---|--------------|
| 111A       | NON-INSTRUCTIONAL   | ANNUAL       |
|            |   |              |
|            |   |              |
|            |   |              |
|            |   |              |
|            |   |              |
|            |   |              |
|            | TOTALS  | \$ -         |
| 111B       | INSTRUCTIONAL   | ANNUAL       |
|            |   |              |
|            |   |              |
|            |   |              |
|            |   |              |
|            |   |              |
|            |   |              |
|            | TOTALS  | \$ -         |
| 200        | PERSONNEL SERVICES / BENEFITS   | ANNUAL       |
|            |   |              |
|            |   |              |
|            |   |              |
|            |   |              |
|            |   |              |
|            |   |              |
|            | TOTALS  | \$ -         |
| 320        | PROFESSIONAL EDUCATION SERVICES   | ANNUAL       |
|            | 6 half-days of training for new teachers @ \$400 per half day = \$2,400 x 2 trainers  | \$ 4,800.00  |
|            | 24 days of coaching (24 teachers each receiving 3 coaching visits) @ \$700. per day   | \$ 16,800.00 |
|            | 2 half-days of training/PLCs for returning teachers @ \$400 per half day x 2 trainers | \$ 1,600.00  |
|            | 1 half-day of training/preparation @ \$400 per half day x 2 trainers                  | \$ 800.00    |
|            |   |              |
|            |   |              |
|            | TOTALS  | \$ 24,000.00 |
| 321        | TUTORS (NON-PAYROLL SERVICES)   | ANNUAL       |
|            |   |              |
|            |   |              |
|            |   |              |
|            |   |              |
|            |   |              |
|            |   |              |
|            | TOTALS  | \$ -         |
| 322        | IN-SERVICE (INSTRUCTIONAL PROGRAM IMPROVEMENT SERVICES)                               | ANNUAL       |
|            |   |              |
|            |   |              |
|            |   |              |
|            |   |              |
|            |   |              |
|            |   |              |
|            | TOTALS  | \$ -         |
| 323        | PUPIL SERVICES (NON-PAYROLL SERVICES)   | ANNUAL       |
|            |   |              |
|            |   |              |
|            |   |              |
|            |   |              |

Plantsville, CT 06479

|  |             |             |
|--|-------------|-------------|
|  |             |             |
|  | TOTALS      | \$ -        |
|  |             |             |
|  | GRAND TOTAL | \$24,000.00 |

**BUDGET OBJECT CODES****General Description**

The OEC is using object code definitions from the United States Department of Education publication "Financial Accounting for Local and State School Systems." (<http://nces.ed.gov/pubs2009/2009325.pdf>) Per federal definition, an object is used to describe the service or commodity obtained as the result of a specific expenditure. Please review the instructions for specific grant budget development carefully before requesting an ED114 form from the Bureau of Grants Management.

**Master Budget Form Object Code Descriptions/Includable Items**

- 111A Non-Instructional  
Amounts paid to administrative employees of the grantee not involved in providing direct services to pupils/clients. Include all gross salary payments for these individuals while they are on the grantee payroll including overtime salaries or salaries paid to employees of a temporary nature.
- 111B Instructional  
Salaries for employees providing direct instruction/counseling to pupils/clients. This category is used for both counselors and teachers. Include all salaries for these individuals while they are on the grantee payroll including overtime salaries or salaries of temporary employees. Substitute teachers or teachers hired on a temporary basis to perform work in positions of either a temporary or permanent nature are also reported here. Tutors or individuals whose services are acquired through a contract are not included in the category. A general rule of thumb is that a person for whom the grantee is paying employee benefits and who is on the grantee payroll is included; a person who is paid a fee with no grantee obligation for benefits is not.
- 400 Personal Services - Employee Benefits  
Amounts paid by the grantee on behalf of the employees whose salaries are reported in objects 100 or 111A and 111B. These amounts are not included in the gross salary, but are in addition to that amount. Such payments are fringe benefit payments and, while not paid directly to employees, nevertheless are part of the cost of personal services. Included are the employer's cost of group insurance, social security contribution, retirement contribution, tuition reimbursement, unemployment compensation and workmen's compensation insurance.
- 320 Professional Educational Services  
Services supporting the instructional program and its administration. Included are curriculum improvement services, assessment, counseling and guidance services, library and media support, and contracted instructional services.
- 321 Tutors (Instructional Non-Payroll Services)  
Payments for services performed by qualified persons directly engaged in providing learning experiences for students. Include the services of teachers and teachers' aides who are not on the payroll of the grantee.
- 322 In-service (Instructional Program Improvement Services)  
Payments for services performed by persons qualified to assist teachers and supervisors to enhance the quality of the teaching process. This category includes curriculum consultants, in-service training specialists, etc., who are not on the grantee payroll.
- 323 Pupil Services (Non-Payroll Services)

Expense for certified or licensed individuals who are not on the grantee payroll and who assist in solving pupils' mental and physical problems. This category includes medical doctors, therapists, audiologists, neurologists, psychologists, psychiatrists, contracted guidance counselors, etc.

- 324 **Field Trips**  
Costs incurred for conducting educational activities off site. Includes admission costs to educational centers, fees for tour guides, etc.
- 325 **Parental Activities**  
Expenditures related to services for parenting including workshop presenters, counseling services, baby-sitting services, and overall seminar/workshop costs.
- 330 **Employee Training and Development Services**  
Services supporting the professional and technical development of school district personnel, including instructional, administrative, and service employees. Included are course registration fees (that are not tuition reimbursement), charges from external vendors to conduct training courses (at either school district facilities or off-site), and other expenditures associated with training or professional development by third-party vendors.
- 340 **Other Professional Services**  
Professional services other than educational services that support the operation of the school district. Included, for example, are medical doctors, lawyers, architects, auditors, accountants, therapists, audiologists, dieticians, editors, negotiations specialists, paying agents, systems analysts, and planners.
- 341 **Audit**  
Direct cost for the audit of the grant program by an independent auditor. This category is separated from object code 340 as many grants do not include this cost as an eligible grant expenditure.
- 350 **Technical Services**  
Services to the school district that are not regarded as professional, but that require basic scientific knowledge, manual skills, or both. Included, for example, are data-processing services, purchasing and warehousing services, and graphic arts.
- 400 **Purchased Property Services**  
Services purchased to operate, repair, maintain, and rent property owned or used by the grantee. These services are performed by persons other than grantee employees. While a product may or may not result from the transaction, the primary reason for the purchase is the service provided.
- 500 **Other Purchased Services**  
Amounts paid for services rendered by organizations or personnel not on the payroll of the grantee (separate from Professional and Technical Services or Property Services). While a product may or may not result from the transaction, the primary reason for the purchase is the service provided.
- 600 **Supplies**  
Amounts paid for items that are consumed, worn out, or deteriorated through use, or items that lose their identity through fabrication or incorporation into different or more complex units or substances.
- 700 **Property**  
Expenditures for acquiring fixed assets, including land or existing buildings, improvements of grounds, initial equipment, additional equipment, and replacement of equipment.

STATEMENT OF ASSURANCES

The Statement of Assurances Signature Page included in this grant must provide the authorized signatures of the applicant agency (e.g., mayor and superintendent of schools).

Please note that the authorized signatures of the eligible applicant must also be provided on the cover page of the grant application submitted with the grant (see application instructions).

*Applicants need only submit the Statement of Assurances Signature Page with submission of their grant application.*

PROJECT TITLE: WATERBURY SCHOOL READINESS GRANT PROGRAM

THE APPLICANT:

Sue Vivian

HEREBY ASSURES THAT:

Sue Vivian

- A. The applicant has the necessary legal authority to apply for and receive the proposed grant;
- B. The filing of this application has been authorized by the applicant's governing body, and the undersigned official has been duly authorized to file this application for and on behalf of said applicant, and otherwise to act as the authorized representative of the applicant in connection with this application;
- C. The activities and services for which assistance is sought under this grant will be administered by or under the supervision and control of the applicant;
- D. The project will be operated in compliance with all applicable state and federal laws and in compliance with regulations and other policies and administrative directives of the Connecticut Office of Early Childhood and the Connecticut State Department of Education;
- E. Grant funds shall not be used to supplant funds normally budgeted by the agency;
- F. Fiscal control and accounting procedures will be used to ensure proper disbursement of all funds awarded;
- G. The applicant will submit a final project report (within 60 days of the project completion) and such other reports, as specified, to the Connecticut State Department of Education for the Office of Early Childhood, including information relating to the project records and access thereto as the Connecticut Office of Early Childhood and Connecticut State Department of Education may find necessary;
- H. The Connecticut Office of Early Childhood reserves the exclusive right to use and grant the right to use and/or publish any part or parts of any summary, abstract, reports, publications, records and materials resulting from this project and this grant;
- I. If the project achieves the specified objectives, every reasonable effort will be made to continue the project and/or implement the results after the termination of state/federal funding;
- J. The applicant will protect and save harmless the Office of Early Childhood and the State Department of Education from financial loss and expense, including legal fees and costs, if any, arising out of any breach of the duties, in whole or part, described in the application for the grant;
- K. At the conclusion of each grant period, the applicant will provide for an independent audit report acceptable to the grantor in accordance with Sections 7-394a and 7-396a of the Connecticut General Statutes, and the applicant shall return to the Connecticut State Department of Education any monies not expended in accordance with the approved program/operation budget as determined by the audit; and
- L. Programs are required to meet all health and safety requirements mandated by the Office of Early Childhood for both license and license exempt programs.



**M. REQUIRED LANGUAGE (NON-DISCRIMINATION)**

References in this section to "contract" shall mean this grant agreement and to "contractor" shall mean the Grantee.

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

- 1) "Commission" means the Commission on Human Rights and Opportunities;
- 2) "Contract" and "contract" include any extension or modification of the Contract or contract;
- 3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- 4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
- 5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- 6) "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;
- 7) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- 8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- 9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes §32-9n; and
- 10) "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 community for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a community, (2) a quasi-public agency, as defined in Connecticut General Statutes § 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Connecticut General Statutes § 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

- b) (1) The Contractor agrees and warrants that in for performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to 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, gender identity

ty or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the contractor agrees to provide each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §46a-68e and §46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §46a-56, 46a-68e and 46a-68f.; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes §46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with

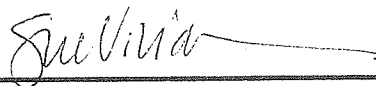
each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of the Section and Connecticut General Statutes § 46a-56.

- h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- N. The grant award is subject to approval of the Connecticut Office of Early Childhood and availability of state or federal funds.
- O. The applicant agrees and warrants that Sections 4-190 to 4-197, inclusive, of the Connecticut General Statutes concerning the Personal Data Act and Sections 10-4-8 to 10-4-10, inclusive, of the Regulations of Connecticut State Agencies promulgated there under are hereby incorporated by reference.
- P. The Connecticut Office of Early Childhood reserves the right to negotiate terms, including the withholding of funds, based on the grantee's inability to comply with the assurances.
- Q. The Connecticut Office of Early Childhood reserves the right to de-fund sub-grantees of the School Readiness Council based on the sub-grantee's inability to comply with School Readiness General Policies.

#### STATEMENT OF ASSURANCES SIGNATURE PAGE

I, the undersigned authorized official; do hereby certify that these assurances shall be fully implemented.

Signature of Official:



Name: (please type)

Sue Vivian

Title: (please type)

Early Childhood Consultant

Date:

3.26.18

To be signed below ONLY if the Fiscal Agent is other than the program applying for the funds:

Signature of Fiscal Agent: \_\_\_\_\_ Date: \_\_\_\_\_

Name & Title (please print): \_\_\_\_\_

## **Attachment A**

### **Contract Compliance Packet:**

**Corporate Resolution**

**City of Waterbury Disclosure of Outstanding Obligations**

**Debarment Form**

**Annual Statement of Financial Interest**

*Not Applicable*

**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

**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.: 042548959

County of Hartford

Sue Vivian, being first duly sworn, deposes and says that:

1. I am the owner, partner, officer, representative, agent or Sue Vivian, Early Childhood Consulting of Sue Vivian, Early Childhood Consulting (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): *None*

| Name | Title | Affiliated Company<br>(if none state NONE) | Service<br>or<br>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): *None*

| Name | Title | Affiliated Company<br>(if none state NONE) | Service<br>or<br>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): *None*

| 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): *None*

| 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): *None*

| Name | Title | Affiliated Company<br>(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: *None*

| TRADE NAME | PLACE OF INCORPORATION/REGISTRY | PRINCIPAL<br>PLACE<br>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

*Morgan Hopkins*

*Sue Vivian, Early Childhood Consultant*  
 Name of Partnership/Business



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

By: Sue Vivian Sullivan  
Name of General Partner/ Sole Proprietor

64 Buckland Street, Plantsville, CT 06479  
Address of Business

State of Connecticut )  
042548659 ) SS

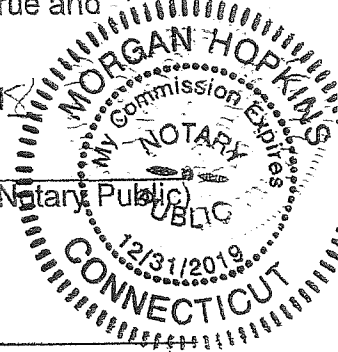
County of Hartford )

Sue Vivian being duly sworn,  
Deposes and says that he/she is sole proprietor of Sue Vivian <sup>early childhood consulting</sup> and that  
he/she answers to the foregoing questions and all statements therein are true and  
correct.

Subscribed and sworn to before me this 31st day of March 2018

My Commission Expires: 12-31-2019

Morgan Hopkins  
(Notary Public)



For Corporation

Not Applicable

Witness

Name of Corporate Signatory

Address of Business

Affix  
Corporate  
Seal

By: \_\_\_\_\_  
Name of Authorized Corporate Officer

Its: \_\_\_\_\_  
Title

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

State of \_\_\_\_\_ )  
 ) SS  
County of \_\_\_\_\_ )

\_\_\_\_\_ being duly sworn,  
deposes and says that he/she is \_\_\_\_\_ of \_\_\_\_\_ and  
that he/she answers to the foregoing questions and all statements therein are true and  
correct.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_\_\_\_.

My Commission Expires: \_\_\_\_\_ (Notary Public)

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:

Sue Vivian  
54 Buckland Street  
Plantsville, CT 06479

Print Name and Title of Authorized Representative:

Sue Vivian, Early Childhood Consultant

Signature of Authorized Representative:

Sue Vivian

Date: 3.27.18

**CITY OF WATERBURY**  
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2018)**  
**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 2018)  
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 2010)**  
**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.

Sue Vivian, Early Childhood Consultant  
(Name of Company, if applicable)

Sue Vivian  
Signature of Individual (or Authorized Signatory)

3.26.18  
Date

Sue Vivian, Early Childhood Consultant  
Print or Type Name and Title (if applicable)

DELIVERED

| By Mail

☐

Hand-Delivered

☒

# **Attachment B**

## **Resume**



Susan LaRese Vivian  
54 Buckland Street  
Plantsville, CT 06479  
860.406.1190

**Philosophy:**

I believe in children. My goal is to help each child reach their full potential by inspiring them in a creative, inclusive, and caring environment and to foster skills in parents and teachers that make learning come alive. My dream is for children, families, and teachers to become lovers of learning and eager discoverers with opportunities to experience a sense of wonder, a sense of compassion, and a sense of optimism.



**Education:**

Wheelock College  
Boston, MA  
Bachelor's Degree - Early Childhood Education

**Responsibilities as an Early Childhood Consultant have included:**

Trainer and Coach for the CT State Department of Education's Training and Coaching Initiatives:

- ..Two years with Recognition/Response
- ..Six years with Training Wheels
- ..Three years with the Early Learning and Development Standards
- ..Fifteen years with the School Readiness Grant (SR)
- ..Three years with the Preschool Development Grant (PDG)
- ..One year with the CT Pyramid Model for Social Emotional Development

Co-presenter with CT State Department of Education Early Childhood Staff for the following trainings:

- 'Making Learning Standards Come Alive'
- 'Supporting All Children: Early Childhood SRBI'
- 'Constructing Learning Experience Plans'
- 'Intentional Teaching: Continuing Best Practice with Early Learning'
- 'Best Practice Using the New Early Learning and Development Standards'

Liaison for 5 School Readiness Competitive Communities

Manager for Federal Grants:

- ..Responsible for managing Federal Head Start Grant and supervising six coaches working in Head Start Programs in the New Britain, Litchfield, Stamford, Ansonia, and New Milford communities
- ..Liaison for the Federal Preschool Development Grant in Wolcott

Monitoring/Coaching/Training (Danbury, Meriden, Griswold, Middletown, Hartford, Norwich, and Waterbury)

Community Foundation's Preschool to Grade Three Literacy Projects:

- ..Liaison responsible for supporting the building of Community Early Childhood Councils in seven communities.
- ..Facilitator/Trainer to increase quality in non-School Readiness programs.

Preschool Curriculum Trainings throughout the state for teachers, families, and administrators

**Work Experience:**

Early Childhood Consultant  
2013 - Present

**EDUCATION CONNECTION**

Litchfield, CT  
Early Childhood Consultant  
2007-2013

Plymouth Family Resource Center  
Plymouth Center School  
Plymouth, CT  
Coordinator  
2000-2007

Bush Center for Child Development and Social Policy  
Yale University  
New Haven, CT  
ECERS Researcher: Study on CT Childcare  
1998-2000

Village Green Nursery School  
Southington, CT  
Preschool Teacher  
1996-1998

Home Childcare Provider  
Plantsville, CT  
1983-1996

Shelton Elementary School  
Shelton, CT  
Kindergarten and Second Grade Teacher  
1977-1983

**Skills, Knowledge, and Experience:**

- Knowledge of current research-based best practices in early childhood education
- Understanding of the CT Preschool Curriculum/Assessment Frameworks (PCF/PAF) and Early Learning and Development Standards (ELDS) principles and experience with the practical application of these standards in classrooms
- Expertise to support development of social emotional/self-regulation skills aligned to the Pyramid and SRBI model.
- Knowledge of teaching practices, learning styles, and approaches that facilitate young children's growth and development
- Knowledge of the relationship between curriculum, assessment, and instruction
- Experience applying the cycle of intentional teaching with young and adult learners
- Knowledge and experience in using the coaching process to develop strong teachers/directors
- Ability to develop relationships to support growth in a diverse population
- Knowledge of effective staff development practices with individuals, small, and large groups
- Effective collaboration, problem solving, planning, organizational, and communication skills
- Ability to structure time and manage priorities
- Flexible, yet tenacious, when working towards a goal
- Enthusiasm for working with young children, families, and teachers

# Attachment C

ATTACHMENT C

ROCCO ORSO  
DIRECTOR OF PURCHASING  
236 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 (April 3, 2018) 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.

042548959  
Social Security Number  
or Federal Identification Number

Sue Vivian  
Signature of Individual or Corporate Name

\_\_\_\_\_  
Corporate Officer  
(if applicable)

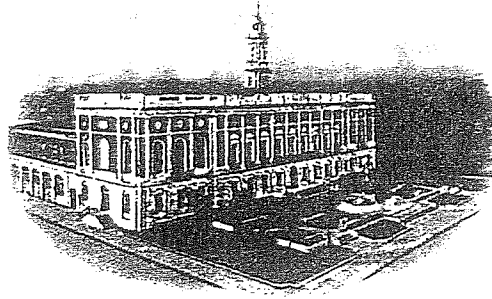
City notice of acceptance should be mailed, telegraphed or delivered to the undersigned Proposer at the following address:

Name Sue Vivian  
By: Early Childhood Consultant  
(Title)  
Business Address: 54 Buckland Street, Plantsville, CT 06479  
(City, State, Zip Code)  
\_\_\_\_\_  
Phone: 860-406-1190

Date: 4.5.18

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.

ROCCO ORSO  
PURCHASING DIRECTOR



OFFICE OF THE DIRECTOR OF PURCHASING  
**THE CITY OF WATERBURY**  
CONNECTICUT  
**ADDENDUM #1**

**April 3, 2018**

**Bid: 6091**

**Project: RFP School Readiness Quality Enhancement**

The following questions have been received about this project.

Question: How many School Readiness Sites are included in this application? How many children are at each site?

Answer: There are 14 community School Readiness sites. Each site has a different funded capacity. In total 974 children are in community based School Readiness slots.

Question: I am unable to open the documents for this bid. When I try, it says "the file ashx is corrupt and cannot be opened." If I try to continue it says "the file name has invalid characters and cannot be opened by Microsoft." Please tell me what I should do.

Answer: Please try to access these documents from a different computer or contact the Ebid help desk by hitting the "help" button on the eBid website or by calling 855-535-3233.

Question: Will the requested services be provided to Private and Public School Readiness providers? At how many sites will services be rendered? How many hours per week of services will be rendered for Scope of Service #1 and #3? Is the RBT credential a requirement? Or will there be any consideration for ABA therapists (Bachelors Degree Prepared)? Is there a requirement for Behavior Management Certification for the candidate providing services? Who is assign the work and hours of the candidate providing services? Is the Professional Service Agreement Template (under documents) required for RFP submission?

Answer: Services will be provided to the community based School Readiness providers. We have 14 sites that could potentially need services. Scope for #1 and #3 do not have a set # of hours per week. Applicants for scope #1 should detail a proposal for coaching that includes a minimum of 3 on-site coaching session as well as group training and technical assistance using the Pyramid Model for a minimum cohort of 24 teachers. Applicants for Scope #3 should detail a proposal that includes a description of services they could provide working in community based programs with children experiencing significant challenging behaviors. A hourly rate for services should be part of the proposal submission. RBT/BM Certification is preferred. Applicants who feel they have the minimum qualifications for the work may detail exactly how their education and work experience qualifies them for the scope of work. Work and hours will be arranged through the School Readiness Liaison in coordination with the chosen vendor (s) and community based program. The Professional Services

Template is not required for submission it is provided as an example of what chosen vendor (s) will be asked to sign.

Thanks  
Kevin McCaffery  
Buyer – City of Waterbury

# **Attachment D**

## **Additional Requested Information**

## Additional Requested Information

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  
**Sue Vivian, Early Childhood Consultant**
- b. Permanent main office address  
**54 Buckland Street, Plantsville, CT 06479**
- c. Date firm organized.  
**June 1, 2013**
- d. Legal Form of ownership. If a corporation, indicate where incorporated.  
**Sole Proprietor**
- e. How many years have you been engaged in services you provide under your present name?  
**5 years**
- f. Names, titles, reporting relationships, and background and experience of the principal members of your organization, including officers.  
**NA**

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.

**Philosophy**

**I believe in children. My goal is to help each child reach their full potential by inspiring them in a creative, inclusive, and caring environment and to foster skills in parents and teachers that make learning come alive. My dream is for children, families, and teachers to become lovers of learning and eager discoverers with opportunities to experience a sense of wonder, a sense of compassion, and a sense of optimism.**

**Primary Business Focus**

**Training, Consulting, and Coaching**



- 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.

- **Work in the last three years included:**
- **Coach for Preschool Instructional Leaders, Hartford School Readiness Quality Enhancement Grant, Jane Crowell/ Assistant Director Families, Children, Youth, and Recreation, 550 Main Street/Room 306, Hartford, CT, 860.757.9634 (\$13,000.)**
- **Wolcott School Readiness Liaison, Wolcott School Readiness Grant, Rosa Ramalhete/Co-Chair School Readiness Council, 1488 Woodtick Rd. Wolcott, CT, 203.879.8178 (\$39,000.)**
- **Norwich School Readiness Monitor, Norwich School Readiness Grant, Carole Glenn/Early Childhood Program Manager, 44 Hatchetts Hill Rd., Old Lyme, CT, 06371, 860.434.4800 (\$10,000.)**
- **Each contract listed was for the 2015-2016, 2016-2017, 2017-2018 years and all were completed within original contract timeframe and budget.**
- **Sue Vivian had a contract with the City of Waterbury and the Waterbury School Readiness Council for the 2017-2018 year. The contract was training and coaching with 30 Waterbury preschool teachers for the CT School Readiness Quality Enhancement Grant. (\$22,400.)**

- 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.

**Sue Vivian, Early Childhood Consultant. Please attached Resume.**

- 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.

Sue Vivian graduated with a degree in Early Childhood from Wheelock College in Boston MA. She has taught in a variety of settings, including preschool, kindergarten, and second grade.

Her work experience includes serving as a home childcare provider, an assessor for the ECERS (Early Childhood Environmental Rating Scale) for a Yale University study, and Coordinator of a Family Resource Center.

Recently as an independent Early Childhood Consultant, Sue's responsibilities include training/coaching preschool teachers in a variety of communities (both in community and public school programs), School Readiness Liaison work, and as a trainer and coach for the CT State Department of Education/Office of Early Childhood's Coaching Initiatives. These include:

- ..Two years with Recognition/Response
- ..Six years with Training Wheels
- ..Four years with the Early Learning and Development Standards
- ..Sixteen years with the School Readiness Grant (SR)
- ..Four years with the Preschool Development Grant (PDG)
- ..Two years with the CT Pyramid Model for Social and Emotional Development

Please see attached full resume for further qualifications.

- b. Work Plan. Please describe the approach that would be generally followed in undertaking the Scope of Services in Section C above. Please identify the evidence based coaching model you are proposing to use, desired outcomes and how it will be evaluated.

Research has shown that traditional workshops or consultation visits do not produce the results we want for improving outcomes for young children. The ability for teachers to transfer knowledge and put these skills into practice requires that we think beyond the usual training/consultation model to one that includes a coaching component. Intensive assistance for teachers is imperative to produce an atmosphere of ongoing reflection about the children in their classrooms, the use of developmentally appropriate practice, the Cycle of Intentional Teaching, the Early Learning and Development Standards, the new Documentation Observation for Teaching System, and the CT Pyramid Model for Social Emotional Development.

We want teachers to be experts in critical thinking, analyzing data, and reflection: noticing what happened/did not happen, pondering why, and creating a plan to use this information to improve outcomes for children.

As an evaluation system, we will be using teacher pre/post surveys which offers both an opportunity for teachers to observe their professional growth and allow for project assessment. Each visit with teachers will be documented with observation notes, big ideas discussed, and next steps. These will be shared with teachers and the School Readiness Liaison. An End of the Project report will be created and submitted with teacher growth over time assessment outcomes for evaluation purposes.

- 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.

The Consultant, Sue Vivian, will work closely with the Waterbury School Readiness Liaison to meet the needs and requirements of the grant including number of participants, timing, specificity of support, etc.

4. Cost Schedule. Proposals shall include a detailed budget for work to be performed, inclusive of all personnel and non-personnel expenses. This price should encompass the section of Scope of Services in this RFP that the applicant is responding to. Those responding to the (RBT) Registered Behavior Technician to provide behavior and related services to students, ages 3-5 in a community childcare setting should do so indicating an hourly rate for these service. 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.*

**See attached Confidential: Cost Proposal Envelope**

**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. 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. 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.

**None**

**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**

**REQUEST FOR PROPOSAL**  
**BY**  
**THE CITY OF WATERBURY**  
**RFP 6091**  
***School Readiness Office***  
***2018/19 Quality Enhancement***

The City of Waterbury, Department of *School Readiness* (hereinafter "City"), is seeking proposals from parties interested in providing services under the Quality Enhancement Grant.

**A. Background and Intent**

**Purpose:**

The Office of Early Childhood (OEC) shall establish a program, within available appropriations, to provide on a competitive basis supplemental quality enhancement grants to providers of child day care services or providers of school readiness programs pursuant to Connecticut General Statute (C.G.S.) Section 10-16p and Section 1016u to enhance the quality of early childhood education programs. Child day care providers and school readiness programs in priority school districts and competitive school readiness municipalities may apply for a quality enhancement grant. These applicants must use their local School Readiness Council to review and recommend projects for funding. The purpose of the QEGP is to provide funding for early care and education programs to address quality standards and/or expand comprehensive services for children and families. C.G.S. Section 17b-749c identifies the following as appropriate use of grant funds:

1. Help providers who are not accredited by the National Association for the Education of Young Children to obtain such accreditation;
2. Help directors and administrators to obtain training;
3. Provide comprehensive services, such as enhanced access to health care, a health consultant, a mental health consultant, nutrition, family support services, parent education, literacy and parental involvement, and community and home outreach programs; and provide information concerning access when needed to a speech and language therapist;
4. Purchase educational equipment;
5. Provide scholarships for training to obtain a credential in early childhood education or child development;
6. Provide training for persons who are mentor teachers, as defined in federal regulations for the Head Start program, and provide a family service coordinator or a family service worker as such positions are defined in such federal regulations;
7. Repair fire, health and safety problems in existing facilities and conduct minor remodeling to comply with the Americans with Disabilities Act; train child care providers on injury and illness prevention; and achieve compliance with national safety standards;
8. Create a supportive network with family day care homes and other providers of care for children;

9. Provide for educational consultation and staff development;
10. Provide for program quality assurance personnel;
11. Provide technical assistance services to enable providers to develop child care facilities pursuant to C.G.S. Sections 17b-749g, 17b-749h and 17b-749i;
12. Establish a single point of entry system; and
13. Provide services that enhance the quality of programs to maximize the health, safety and learning of children from birth to three years of age, inclusive, including, but not limited to, those children served by informal child care arrangements. Such grants may be used for the improvement of staff to child ratios and interaction, initiatives to promote staff retention, pre-literacy development, parent involvement, curriculum content and lesson plans.

## **B. Qualifications**

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

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. Has in-depth knowledge of and experience utilizing evidence-based coaching practices
3. Experience and expertise in providing Registered Behavior Technicians (RBTs), for the types of or similar services as those outlined in the Scope of Services in this Request for Proposal to students ages 3-5 in community childcare settings.
4. Knowledge and experience using adult learning principles and structuring technical assistance to promote links among research, theory, and practice
5. A proposer with a proven track record in providing these types of or similar services
6. Knowledge of Federal and State laws and regulations governing the services outlined in the scope of services.
7. Completion of all sections of the local RFP as required by the CT. State Office of Early Childhood must be complete and all materials/forms submitted in a typed format.

## **C. Scope of Services:**

To provide professional development services for early care and education programs including:

1. Job-embedded, evidence based coaching for early childhood providers that focuses on supporting teachers use of effective teaching practice that lead to positive outcomes for children.
2. Plan and facilitate trainings as well as cohort learning sessions focused on the needs of providers. Topics may include, (but not limited to):
  - Positive Interactions
  - Supporting Social Emotional Needs of Children
  - Trauma Informed Practices
  - Effective Supervision

- Supporting Children with Challenging Behaviors
  - Pyramid Model
  - CT DOTS
3. Provide a Registered Behavior Technician to provide behavior and related services to students, ages 3-5 in a community childcare setting. Proposal should include an hourly rate for services. Behavior and related services must be provided by Behavior Analyst Certification Board (BACB) certified and qualified Registered Behavior Technicians without delay to fill the immediate and changing needs of the District. The proposer will insure that all satisfactory criminal background checks, drugs tests and dcf registry checks as required under law and will provide the Waterbury School readiness office proof upon request.

**Proposers may submit an RFP for any one or all activities under scope and services**

#### **D. Agreement Period**

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be July 1, 2018-June 30, 2019.

#### **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.
3. 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)
4. 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 April 2, 2018**. Prospective proposers must limit their contact regarding this RFP to Mr. Orso or such other person otherwise designated by Mr. Orso. 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 April 4, 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. Orso at (203) 574-6748.

## F. Management

Any contract or purchase order resulting from this RFP will be managed by Waterbury School Readiness office and Waterbury School Readiness Council.

## 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.

**16. Proposal must include Office of Early Childhood School Readiness Grant Local Application and City of Waterbury required attachments.**

**H. Proposal Requirements & Required Format**

One original (clearly identified as such) and 2 paper copies of the proposal, as well as a copy of the original proposal in pdf format on a CD or flash drive, must be received at the following address no later than **11:30 AM on April 11, 2018**

Mr. Rocco Orso  
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. Orso, 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 detailed budget for work to be performed, inclusive of all personnel and non-personnel expenses. This price should encompass the section of Scope of Services in this RFP that the applicant is responding to. Those responding to the (RBT) Registered

Behavior Technician to provide behavior and related services to students, ages 3-5 in a community childcare setting should do so indicating an hourly rate for these service. 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](http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806).

**PROFESSIONAL SERVICES AGREEMENT**

**RFP No. 6091**

**for**

**Quality Enhancement Grant**

**between**

**The City of Waterbury, Connecticut**

**and**

**Easterseals Rehabilitation Center**

**THIS AGREEMENT**, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall Building, 235 Grand Street, Waterbury, Connecticut (the "City") and Easterseals Rehabilitation Center, 22 Tompkins Street, Waterbury, CT, 06708. ("Consultant")

**WHEREAS**, the City was awarded a Quality Enhancement Grant for the year July 1, 2018, through June 30, 2019, grant number 151-002-11000-17097-2019-82079-170018/170035; and

**WHEREAS**, The Consultant has responded to the City of Waterbury RFP 6091, and was selected to provide consulting services under the Quality Enhancement Grant; and

**WHEREAS**, the City desires to obtain the Consultant's services pursuant to the terms, conditions and provisions set forth in this agreement and the Quality Enhancement Grant (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 and as set forth in **Attachment A** attached hereto, the Quality Enhancement Grant, all applicable local, state and federal laws, statutes, ordinances and regulations, State Department of Education policies and City of Waterbury and School Readiness Council Policies. 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 and the Consultant shall provide, behavior management services for seventy (70) community based school readiness students at the fourteen (14) locations located throughout the city (an average of five students per site). The services will be provided by an Easterseals Behavioral Therapist working under the

supervision and direction of an Easterseals BCBA (Board Certified Behavior Analyst). The Consultant will provide a minimum of three hundred and fifty four (354) hours. The Consultant will provide sixty-eight (68) total initial evaluation hours which includes behavior discussion with classroom teachers, identification of students with needs, data collection implementation, direct classroom observations, and mileage/travel. The Consultant will provide fifty one (51) total student evaluation hours including an individual evaluation of the students' behavior and data collection from the initial evaluation materials. The Consultant will provide one hundred and fifty six (156) total behavior plan development hours which includes construction of individualized behavior management plans developed by the Behavior Therapist in consultation with the BCBA. The Consultant will provide thirty (30) staff training hours including sharing the data results, behavior modification plan/techniques implementation and other recommendations. The Consultant will provide thirty five (35) hours of family consultation which includes sharing of findings and the behavior plan with the students' parents, family etc. The Consultant will provide fourteen (14) total hours of behavior maintenance which includes a check in with each site to offer behavior suggestions and to ensure fidelity of the behavior interventions. The services provided by the Consultant are as detailed and described in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Consultant as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

**Attachment A** shall consist of the following:

- (i) Quality Enhancement Grant, (consisting of 18 pages). (Incorporated herein by reference. The Consultant acknowledges that it has a copy of this document in her possession.)
- (ii) City of Waterbury RFP 6091 (consisting of 30 pages). Excluding City Sample Contract, Contract Compliance Packet and, Attachment C - Non-Collusion Form) (Attached hereto.)
- (iii) Addendum 1 to RFP 6091, issued April 3, 2018(consisting of 2 pages) (Attached hereto.)
- (v) Consultant's response to City of Waterbury RFP 6091, consisting of 29 pages. (Attached hereto.)

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:

- (i) This Agreement
- (ii) The Quality Enhancement Grant



- (iii) The Request for Proposal
- (iv) Contractor's Response
- (v) Federal, State, and local laws, regulations, charter and ordinances
- (vi) Technical Specifications

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

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

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

**2.3. Criminal Background Check and DCF Registry Check.** Consultant represents and warrants that she and her employees 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, have no criminal investigation pending and that each of them have submitted to a state and national criminal history records check. The Consultant further represents and warrants that each records check has not revealed any violations or criminal activities, that she and her employees have submitted to a DCF registry check, that there are no pending actions with the Department of Children and Families against any of them and none of them are listed on the child abuse and neglect registry. The City and Board shall rely upon these representations.

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

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

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

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

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

**3.4. Publicity.** Consultant agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name in connection with any publicity, unless the City gives prior written consent to such use of the City's name in each instance.

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

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

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

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

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

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

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

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

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

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

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

**3.8. Reporting Requirement.** The Consultant shall deliver upon request and as required by the Quality Enhancement Grant, written reports substantiating documents and invoices to the City's Using Agency, City of Waterbury Department of Education, setting forth (i) the 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) any and all additional useful and/or relevant information. Each report shall be signed by the Consultant.

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

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

**5. Contract Time.** The Consultant shall commence all work and services necessary under this Agreement upon the execution of this Agreement by the Mayor and shall complete all work and services under this Agreement on or before June 30, 2019. ("Contract Time.")

**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 Consultant shall not exceed **SIXTEEN THOUSAND SEVEN HUNDRED THIRTY-FIVE DOLLARS (\$16,735.00)** for the entire term of this agreement, with the basis of payment being as follows:

- i. a. Behavior Technician Services -304 hours  
at Twenty Three Dollars And Ninety Seven Cents (\$23.97)/hour  
in an amount not to exceed Seven Thousand Two Hundred

|        |  |             |
|--------|--|-------------|
|        | Eighty- Six Dollars And Eighty-Eight Cents.....  | \$7,286.88  |
| b.     | Fringe benefits and payroll taxes<br>an amount not to exceed Two Thousand Six Hundred<br>Twenty-Three Dollars and Twenty-Eight Cents.....  | \$2,623.28  |
| c.     | subtotal an amount not to exceed<br>Nine Thousand Nine Hundred and Ten Dollars.....  | \$9,910.00  |
| ii. a. | Board Certified Behavior Analyst services - Fifty hours<br>at Thirty-Six Dollars And Seventy Eight Cents (\$36.78)/hour<br>an amount not to exceed One Thousand Eight Hundred<br>Thirty- Nine Dollars and Six Cents..... | \$1,839.06  |
| b.     | Fringe Benefits and payroll taxes<br>An amount not to exceed<br>Six Hundred Sixty- Two Dollars and Six Cents.....  | \$662.06    |
| c.     | sub- total an amount not to exceed<br>Two Thousand Five Hundred One Dollars .....  | \$2,501.00  |
| iii.   | Staff travel between sites.....  | \$312.00    |
| iv.    | Computer, remote connectivity.....   | \$1,320.00  |
| v.     | Computer supplies.....   | \$100.00    |
| vi.    | Administrative Support.....  | \$1,971.00  |
| vii.   | Overhead.....  | \$621.00    |
| viii.  | Total compensation<br>\$47.27 rate per hour (all inclusive) at 354 hours per year<br>An amount not to exceed<br>Sixteen Thousand Seven Hundred<br>Thirty-Five Dollars.....   | \$16,735.00 |

**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. 6091 shall be solely borne by the Consultant and are not included in the compensation to be paid by the City to the Consultant under this Contract or any other Contract.

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

**6.6. Liens.** Neither the final payment nor any part of the retained percentage, if any, shall become due until the Consultant, if requested by the City, shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, if required, in either case, an affidavit that so far as the Consultant has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but the Consultant may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City, to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the Consultant shall refund to the City all moneys that the City may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

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

## **8. Indemnification.**

**8.1.** The Consultant shall indemnify, defend, and hold harmless the City and its boards, the City's Board of Education (if applicable), 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, 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)** 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.

**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.

## **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 per 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.

**9.4.2 Automobile Liability Insurance:** \$1,000,000 Combined Single Limit each Accident for 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..

**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

Consultant 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. \$1,000,000.00 Each Occurrence and \$1,000,000.00 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 Consultant.

9.4.6 **Other Insurance Required:** Abuse/Molestation Liability Insurance: \$1,000,000 each Occurrence, \$1,000,000 Aggregate

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

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

9.7. **Certificates of Insurance:** The Consultant's General, Automobile and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and the Waterbury Board of Education as an additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Consultant's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the Consultant executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and the Waterbury Board of Education are listed as additional insured on all lines of coverage except Workers Compensation and Professional Liability and include a waiver of subrogation on all lines of coverage except Professional Liability as their interests may appear"**. The City's request for proposal number must be shown on the certificate of insurance. The 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.

## **12. Confidentiality/FERPA.**

**12.1** The 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 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. The Consultant shall further ensure that the all social work interns 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 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.

**12.2** Any and all materials contained in a City of Waterbury students file that are entrusted to the 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 the Consultant shall be used solely for the purposes of providing services under this agreement.

**12.3** The 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). The Consultant 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 Consultant has no authority to make disclosures of any information from education records.

### **13. Termination.**

**13.1. Termination of Contract for Cause.** If, through any cause, in part or in full, not the fault of the Consultant, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination.

**13.1.1** In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc. prepared by the Consultant under this Contract shall, at the option of the City, become the City's property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

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

**13.2. Termination for Convenience of the City.** The City may terminate this Contract at any time for the convenience of the City, by a notice in writing from the City to the Consultant. If this Contract is terminated by the City as provided herein, the Consultant will be paid an amount which bears the same ratio to the total compensation

as the services actually performed bear to the total services of the Consultant covered by this Contract, less payments of compensation previously made.

**13.3. Termination for Non-Appropriation or Lack of Funding.** The Consultant acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Consultant therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law.

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

**13.3.2 Effects of Reduced Levels of Funding.** If funding is reduced by law, or funds to pay the Consultant for the agreed to level of the products, services and functions to be provided by the Consultant under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) calendar days written notice to the Consultant, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

**13.3.3 No Payment for Lost Profits.** In no event shall the City be obligated to pay or otherwise compensate the Consultant for any lost or expected future profits.

#### **13.4. Rights Upon Cancellation of Termination.**

**13.4.1 Termination for Cause.** In the event the City terminates this Contract for cause, the Consultant shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the documents, data, studies, reports, specifications, deliverables, etc. provided to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, the Consultant shall transfer all licenses to the City which the Consultant is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Consultant for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved

by the City prior to such termination. The Consultant shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this agreement in whole or in part.

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

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

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

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

**14. Ownership of Instruments of Professional Services.** The City acknowledges the Consultant's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services.

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

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

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

**18. Audit.** The City reserves the right to audit the Consultant's books of account in relation to this Contract any time during the period of this Contract or at any time during the

twelve month period immediately following the closing or termination of this Contract. In the event the City elects to make such an audit, the Consultant shall immediately make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

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

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

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

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



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

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

**25. Contract Change Orders.**

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

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

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

**25.1.3** the Final Completion Date has not been changed.

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

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

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

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

with this Section 25 shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

**26. Conflicts or Disputes.** This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are (i) the City's aforementioned RFP No. 6091 and (ii) the Consultant's proposal responding to the aforementioned RFP No. 6091.

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

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

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

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

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

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

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

Consultant: Easterseals Rehabilitation Center  
22 Tompkins Street  
Waterbury, CT, 06708

City: City of Waterbury  
c/o Department of Education – Chief Operating  
Officer & Chief of Staff  
236 Grand Street, 1<sup>st</sup> Floor  
Waterbury, CT 06702

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

The Person (the term “Person” shall herein be as defined in Section 38 of the City’s Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

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

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

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

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

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

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

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

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

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

**32.10.** The Consultant hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: <http://www.waterburyct.org/content/458/539/default.aspx> [click link titled "The City of Waterbury Code of Ordinances Passed 8/24/2009". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"]].

**32.11.** The 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.

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

WITNESS:

CITY OF WATERBURY

\_\_\_\_\_

By: \_\_\_\_\_  
Neil M. O'Leary, Mayor

\_\_\_\_\_

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

WITNESS:

EASTERSEALS REHABILITATION CENTER

\_\_\_\_\_

By: \_\_\_\_\_  
Loraine Shea, President

\_\_\_\_\_

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

## ATTACHMENT A

- (i) Quality Enhancement Grant, (consisting of 18 pages). (Incorporated herein by reference. The Consultant acknowledges that it has a copy of this document in her possession.)
- (ii) City of Waterbury RFP 6091 (consisting of 30 pages). Excluding City Sample Contract, Contract Compliance Packet and, Attachment C - Non-Collusion Form) (Attached hereto.)
- (iii) Addendum 1 to RFP 6091, issued April 3, 2018(consisting of 2 pages) (Attached hereto.)
- (v) Consultant's response to City of Waterbury RFP 6091, consisting of 29 pages. (Attached hereto.)

## ATTACHMENT A

City of Waterbury RFP 6091 (consisting of 30 pages). Excluding City Sample Contract, Contract Compliance Packet and, Attachment C - Non-Collusion Form) (Attached hereto.)



## ATTACHMENT A

Addendum 1 to RFP 6091, issued April 3, 2018 (consisting of 2 pages) (Attached hereto.)

## ATTACHMENT A

Consultant's Response to City of Waterbury RFP 6091 (Consisting of 29 pages.) (Attached hereto.)

**REQUEST FOR PROPOSAL**

**BY**

**THE CITY OF WATERBURY**

**(Office of Early Childhood)**

**(Title: School Readiness Office 2018/19 Quality Enhancement)**

**RFP#6091**

**Submitted by:**

**Easterseals**

**22 Tompkins Street  
Waterbury, CT 06708**



**April 11, 2018**

**1. Proposer Information:**

- a. Firm Name: Easter Seal Rehabilitation Center of Greater Waterbury, Inc.  
(Easterseals)
- b. Address: 22 Tompkins Street, Waterbury, CT 06708
- c. Date firm organized: December 19, 1958 (Waterbury Area Easter Seal Society  
for Crippled Children and Adults)
- d. Legal form of ownership: Connecticut non-stock corporation
- e. Years engaged in services under present name: 46 years
- f. Names, titles, reporting relationships and background experience for principal  
members, including officers: See Chart 1 below:

**Chart 1**

| Name                 | Title   | Reports To  | Education   | Experience  |
|----------------------|---|---|---|---|
| Lorraine Shea        | President   | Board of Directors                                    | M.S. - Business<br>Management                                 | 35 yrs. experience<br>in healthcare<br>related field<br>including 29 years<br>of leadership<br>experience         |
| Gary Nielsen         | Chief Financial<br>Officer  | President   | M.S. - Finance<br><br>Licensed Certified Public<br>Accountant | 32 yrs. experience<br>in Accounting and<br>Finance for both<br>For-Profits and<br>Not For Profit<br>organizations |
| Brian Bonds          | Administrative<br>Director of<br>Children Programs                      | President   | M.Ed.<br>Counseling Psychology                                | 20 yrs. experience<br>non-profit related<br>fields 19 years of<br>leadership<br>experience                        |
| Stacey Hofmann       | Director Human<br>Resources   | President   | M.S. Labor Relations  | 20 yrs. experience<br>in non for profit<br>H.R. 8 yrs.<br>leadership<br>experience                                |
| Lisa Brayton         | Board Certified<br>Behavior Analysis<br>(BCBA)                          | Administrative<br>Director of<br>Children<br>Programs | M.S. Ed., BCBA  | Over 10 years of<br>experience in<br>special education,<br>Birth to Three etc.                                    |
| Jacqueline<br>Rosado | Board Certified<br>Behavior Analysis<br>(BCBA)                          | Administrative<br>Director of<br>Children<br>Programs | MS, BCBA  | Public School<br>Special Education<br>and Community<br>Based services<br>experience.                              |
| Bradley Fidler       | Behavior<br>Therapist, Site<br>Manager<br>Behavioral<br>Therapy Program | Administrative<br>Director of<br>Children<br>Programs | M.Ed. Special Education                                       | 7 yrs. experience<br>5 yrs. in<br>Leadership  |
| Cynthia Pirro        | Director of Child<br>Care and School<br>Readiness<br>Programs           | Administrative<br>Director of<br>Children<br>Programs | AS. Early Childhood Special<br>Education<br>BA Human Services | 27 yrs. experience<br>19 yrs. in<br>Leadership  |

|                   |   |                  |  |   |
|-------------------|---|------------------|--|---|
| Jessamine Sargent | Director of Birth to Three Program        | President        | B.S. in Psychology/Rehabilitation plus partial completion of MS in Elementary Education. | 22 yrs. experience working in fields related to children with special needs including 15 years of Birth to Three experience |
| Mark Briggs       | Administrative Director of Adult Programs | President        | Master of Social Work  | 31 yrs. experience in Social Service agencies with 17 years leadership experience   |
| Annette Burton    | Director of Audiology                     | President        | Doctor of Audiology Au.D.  | 34yrs. experience in healthcare   |
| Paul Jessell      | Secretary of the Corporation              | Community Member | Attorney   | Slavin, Stauffacter & Scott LLC   |
| Mark Graveline    | Chairman of the Board                     | Community Member | Vice President- Commercial Loan Officer  | Thomaston Savings Bank  |
| Kellie Jandreau   | Vice Chairman of the Board                | Community Member | Vice President Market Manager  | Webster Bank  |
| Curtis Audibert   | Treasurer of the Corporation              | Community Member | CPA  | Allingham & Co.   |

## 2. Experience, Expertise and Capabilities:

### a. Philosophy Statement and Business Focus:

For nearly 60 years, Easterseals has been the indispensable resource for people and families facing disability. We believe that anyone facing a disability can reach their potential and our diverse programs and services support this belief. Throughout the Greater Waterbury, Central and Northwest CT communities, we strive to provide a broad network of services including school readiness education, early intervention, rehabilitation services, vocational services, behavior therapy services and audiology services. These services assist children, adults and their families to live, learn, work and play as integral members of the community. Easterseals is changing the way the world defines and views disabilities by making profound, positive differences in people's lives every day.

Easterseals has an exceptional reputation of quality and excellence. Easterseals' Children's Academies and School Readiness Programs located in Waterbury and Meriden (three sites with 248 slots) are accredited by the National Association for the Education of Young Children (NAEYC). Easterseals acquired The Children's Center of Greater Waterbury on October 1, 2016 (87 school readiness slots). Easterseals' Vocational Rehabilitation and Outpatient Medical Rehabilitation Centers are accredited by the Commission for Accreditation of Rehabilitation Centers (CARF). Easterseals is qualified with the state of Connecticut to provide Birth to Three Early Intervention Services and is a certified provider with the Department of Developmental Services. Easterseals is a contracted provider of Behavioral Therapy services at various public schools throughout the city of

Waterbury (Bucks Hill Elementary, Bucks Hill Annex, Generali and Wallace/Crosby).

Easterseals is a non-profit provider of services. Easterseals is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. It is committed to complying with the Americans with Disabilities Act (ADA) of 1990 and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services or activities.

b. Summary of Relevant Experience:

Below is a listing of all relevant projects that Easterseals has completed in the last three (3) years, as well as all projects similar in nature to those included in the scope of services in this RFP. (See Chart 2)

**Chart 2**

| Organization name                              | Contact Person   | Services Provided  | Gross Cost of Contract          | Dates of Services                         | Completed on time and within budget |
|--|--|--|---------------------------------|---|-------------------------------------|
| City of Waterbury<br>Office of Early Childhood | Karen Rainville M. Ed.<br>School Readiness Liaison<br>Waterbury Public Schools<br>30 B Church Street<br>Waterbury CT. 06702<br>203-573-6684  | School Readiness-268 slots- 3 locations (East, West & The Children's Center) | \$1,731,256                     | Each school year since 2000<br>July- June | Yes                                 |
| City of Waterbury<br>Department of Education   | Melissa Baldwin<br>Director of Special Education<br>City of Waterbury<br>236 Grand Street, 2nd Floor<br>Waterbury, CT. 06702<br>(203) 574-8017<br>(203) 346-3505<br>Fax # (203) 346-3509 | Behavioral Therapy Services & BCBA<br><br>Behavioral Therapy BCBA            | \$1,087,700<br><br>\$119,869.00 | July 2016 to June 2019                    | In Process                          |
| City of Meriden<br>Department of Education     | Jennifer Baglin<br>School Readiness Coordinator<br>Meriden Public Schools<br>165 Miller Street<br>Meriden, CT 06450<br>203- 630-4222   | School Readiness- 67 slots- 1 location                                       | \$691,605.00                    | Each school year since 2004<br>July- June | Yes                                 |

|   |  |  |  |  |            |
|---|--|--|--|--|------------|
| State of Connecticut<br>Office of Early Childhood             | Alice Ridgway, Early Intervention Division Director<br>The Office of Early Childhood<br>460 Capitol Ave.,<br>Hartford, CT 06106<br>860-418-6141  | Birth to Three Early Intervention Services   | \$8,752,000  | 7/1/12-6/30/18<br>Easterseals has been a Birth to Three and Early Intervention provider for 25 years | Yes        |
| Wallingford School District                                   | Director of Pupil Personnel<br>Wallingford School District<br>415 Church Street<br>Wallingford, CT 06492<br>203-294-5946                         | Occupational Therapy Services for 5-21 year olds with special needs in the school district                               | Current School Year Contract<br>\$392,415  | August 2017-July 2018<br><br>Easterseals has held this contract for approximately 17 years           | Yes        |
| Benhaven School   | Linda Grimm, Director<br>Benhaven School<br>125 North Plains Industrial Road<br>Wallingford, CT 06492<br>203-239-6425                            | Occupational Therapy Services for students with Autism and related disabilities in this specialized educational setting  | Current School Year Contract<br>This is a fee for hourly service contract.<br>\$135/hour as needed | July 1, 2017-June 30, 2018<br><br>Easterseals has held this contract for approximately 9 years       | Yes        |
| State of Connecticut<br>Department of Rehabilitation Services | Nora Bishop, Education Consultant<br>Department of Rehabilitation Services<br>22 Sigourney Street<br>Hartford, CT 06106<br>860-424-4844          | Vocational Rehabilitation Services including pre-employment transition skill development for school age youth age 14-21. | \$200,000  | March 2016-June 2018   | In Process |
| State of Connecticut<br>Department of Developmental Services  | Shannon O'Brien<br>Assistant Regional Director-West Region<br>Rowland Gov't Center<br>55 West Main Street<br>Waterbury, CT 06702<br>203-805-7414 | Adult Day Services, Prevoc. Training, Group Supported Employment, Individual Supported Employment                        | \$9,768,375  | 7/1/17-6/30/20<br>Contracts have been held with DDS for these services for 20+ years                 | Yes        |

c. Personnel Listing:

At the core of its mission, Easterseals is committed to serving those with special needs and engaging with community partners to do so. As a Behavior Therapy provider in partnership with the City of Waterbury's Special Education Department, Easterseals employs talented, experienced BCBA's (2) and Behavior Therapists (20). Lisa Brayton is the current BCBA at Bucks Hill Elementary School and Bucks Hill Annex, previously she worked in Easterseals Birth to Three program and has been with the Easterseals organization for 12 years. Jacquelyn Rosado is the current BCBA at Generali Elementary, Wallace Middle, and Crosby High School. Jacquelyn is bilingual and is experienced working in the school system and community based ABA services. Brad Fidler M. Ed. is a

Behavior Therapist and current Program Manager at Bucks Hill Elementary and Bucks Hill Annex. Brad supervises 19 behavior therapists. He is experienced in public school special education, program evaluation and community based ABA services (resumes are attached). These individuals in addition to our other behavior therapists have a wealth of experience in special education, direct classroom support, program evaluation, program management, Birth to Three, in home ABA services, school readiness program supports etc. All of the Easterseals behavior therapists are at a minimum bachelor's level prepared and many are master's degree trained in the process of earning their BCBA credentials. Easterseals Behavior Therapists (20) work with the students at Bucks Hill Elementary and Bucks Hill Annex on a daily basis, some of which are also students at Easterseals Children's Academy locations located in the city. It is our contention that the most effective means to provide behavior management assistance in the community is the combination of an experienced Easterseals Behavior Therapist working in conjunction with an Easterseals BCBA. Easterseals staff is familiar with the children in the community and understands the behavior challenges of the school readiness population. Over the past 18 months Easterseals has utilized Brad Fidler M. Ed., Behavior Therapist and Easterseals Site Manager at the Bucks Hill campus to address challenging student behavior at our four school readiness sites located in Waterbury and Meriden. Easterseals understands that all personnel assigned to this contractual agreement must be approved and agrees to have all documentation related to credentialed individuals in place prior to the start of the contract. Drug testing, background checks, DCF registry checks and training from the Department of Children and Families on the child abuse and neglect mandated reporter law are all a part of the Easterseals onboarding process and will be completed for all individuals assigned to this contract.

d. Conflict of Interest:

Easterseals has no conflict of interest as it relates to this RFP.



### 3. Statement of Qualifications and Work Plan

- a. Qualifications: As noted previously, Easterseals is a private provider of rehabilitation services and has been established in this community since 1958, demonstrating nearly 60 years of quality outcome based services for the disabled. As it relates to this Request for Proposal, Easterseals has demonstrated its qualification through its success with its Children's Academy Child Care School Readiness programs, its Behavioral Therapy and BCBA services in Waterbury Public Schools, its fulfillment of the Birth to Three contract with the State of Connecticut. Details of these programs are noted below. Each demonstrates Easterseals' capabilities and commitment to the education and training of individuals with special needs.

**Children's Academy School Readiness Program:** Easterseals has operated three school readiness programs for 20 years. With 248 school readiness slots over three locations in Meriden and Waterbury, Children's Academy has developed a reputation of a high quality early care and educational experience. Children's Academy accepts children of all abilities and has an integrated setting incorporating those children with special needs into the classroom. These special needs include autism, behavioral disorders, visual impairments and developmental delays. Children's Academy is accredited by National Association of Educating Young Children (NAEYC) at all three sites demonstrating a commitment to excellence. Children's Academy maintains best practices and an environment that fosters growth and development of the pre-school child. Classroom staff interacts directly with local school systems, Birth to Three providers and other community agencies to ensure a holistic approach to early care and education. On October 1, 2016 Easterseals acquired the Children's Center of Greater Waterbury Inc., adding an additional 87 slots to Easterseals School Readiness program.

Cynthia Pirro, Program Director for Easterseals Children's Academies and The Children's Center of Greater Waterbury is the secretary of the CTAEYC Board of Directors and has multiple decades of early childhood special education services delivery to the children of Greater Waterbury. All Teachers at Children's Academy are required to have a Bachelors' degree in Early Childhood Education or a related field. The Assistant Teachers are required to have post-secondary credits in Early Childhood Education. Easterseals ensure the staff receives regular professional development opportunities which assist each member of the organization to continue in his or her professional growth.

**Behavioral Therapy Program:** Easterseals provides behavioral therapy services to Waterbury Public School students at various locations throughout the City of Waterbury (Bucks Hill Elementary, Bucks Hill Annex, Generali, and Wallace/Crosby.) Easterseals Behavioral Therapist (20) provide varying levels behavioral support services to approximately 100 students with disabilities pre- K through grade 12. Easterseals Board Certified Behavioral Analysts (2) provide supervision, training and related services including attending PPT meetings, training school staff, parent training and support as directed by The Department of Special Education and Pupil Personnel of Waterbury Public Schools.

**Birth to Three Program:** Easterseals started its first center based multidisciplinary early intervention program in 1981. This was prior to the Department of Education's state funded early intervention program. Easterseals then provided early intervention services under the direction and funding of the State Department of Education until 1996. Since 1996 Easterseals Birth to Three Program has provided early intervention services to thousands of families under the Connecticut's Department of Developmental Services (DDS) now under the Connecticut Office of Early Childhood (OEC). This is a state program operating under the requirements of Part C of the federal Individuals with Disabilities Education Act. Easterseals currently provides early intervention supports and services to families in the following towns: Cromwell, Groton, Ledyard, Meriden, Middletown, Montville, New London, North Stonington, Norwich, Oxford, Preston, Salem, Scotland, Sterling, Stonington, Voluntown, Wallingford, and Windham. All early intervention services occur in the natural setting, using a primary provider model incorporating coaching as a method of instruction focused on evidenced based practices. Easterseals follows the mission of the Connecticut Birth to Three System which is:

".... to strengthen the capacity of Connecticut's families to meet the developmental and health-related needs of their infants and toddlers who have delays or disabilities."(birth23.org)

The current multidisciplinary team of professional staff include; Occupational Therapists, Speech Language Pathologists, Physical Therapists, Board Certified Behavioral Analysts, Early Intervention Associates, Special Educators, Teachers, Licensed Clinical Social Workers. The program currently serves approximately 193 families. Easterseals provide approximately 20-28 developmental evaluations per month as well as write approximately 15-20 initial Individual Family Service Plans with families per month.

b. Work Plan:

The project will provide behavior management services for 70 community based school readiness students at the 14 locations located throughout the city (an average of 5 students per site). The services will be provided by an Easterseals Behavior Therapist working under the supervision and direction of an Easterseals BCBA (Board Certified Behavior Analyst). This

work plan is flexible to meet the individual student needs per community facility. We recognize some sites may have more student needs than others.

Service locations will be delineated by quarter:

|                    |           |
|--------------------|-----------|
| Quarter 1          | 3-4 Sites |
| Quarter 2          | 3-4 Sites |
| Quarter 3          | 3-4 Sites |
| Quarter 4          | 3-4 Sites |
| Total Sites Served | 14        |

### Description of Services

Project Hours: 354 (minimum). Easterseals is open to providing additional hours if project funding and community needs dictate so. This includes direct services provided by an Easterseals Behavioral Therapist with BCBA approval and review of plans. Furthermore, Easterseals would like to note that services provided by an RBT or a BT both require some oversight of plans and activities by a BCBA. The hourly rate in this proposal is all inclusive of services provided.

Initial Evaluations totals 68 hours. The initial evaluation includes behavior discussion with classroom teachers, identification of students with needs, data collection implementation, direct classroom observations, and mileage/travel.

Student evaluation totals 51 hours. This will include an individual evaluation of the students' behavior and data collection from the initial evaluation materials.

Behavior Plan development 156 hours. Construction of individualized behavior management plan developed by the Behavior Therapist in consultation with the BCBA.

Staff training time totals 30 hours. This includes sharing the data results, behavior modification plan/techniques implementation and other recommendations.

Family Consultation 35 hours. This includes sharing of findings and the behavior plan with the students' parents, family etc. (If warranted)

Behavior maintenance totals 14 hours. This includes a check in with each site to offer behavior suggestions and to ensure fidelity of the behavior interventions.

- c. Services Expected of the City: Easterseals would expect that the contracted Behavior Therapists to be fully oriented to the culture and policies and procedures of the Office of Early Childhood. It will be important for this onboarding to include introduction to all related school personnel and provision of school tours. It is also requested that the Office of Early Childhood provide Easterseals with the data/reporting requirements necessary to fulfill this contract. Brian Bonds M. Ed.,

Administrative Director of Children's Programs will be the primary contact for all communications concerning this project [bbonds@eswct.com](mailto:bbonds@eswct.com) 203-754-5141 ext. 250.

4. **Cost Schedule:** As per RFP instructions the Cost Proposal is provided in a separate sealed envelope marked "Confidential: Cost Proposal."

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

- a. Have you every failed to complete any work awarded to you? If so where and why? **NO**
- b. Have you ever defaulted on a contract? Is 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 every 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**

6. **Exceptions and Alternatives:**

- a. In lieu of an RBT, Easterseals is confident that an experienced Behavior Therapist working under the direction of a BCBA can adequately provide the services requested by OEC. As previously stated at the present time Easterseals employees two BCBA's and twenty Behavioral Therapists. All of the Easterseals behavior therapists are at a minimum bachelor's level prepared and many are master's degree trained in the process of earning their BCBA credentials. All Easterseals Behavioral Therapists working on this project will have a minimum of three years of ABA related experience, with preference given to those in training to become BCBA's. All behavior interventions will be vetted and approved by an Easterseals BCBA. Any Easterseals employee under consideration for this project will be approved by Waterbury OEC, via resume review.
- b. Until the contract is awarded Easterseals is unable to identify the specific staff that will work on this project. However once the contract is awarded Easterseals will begin the staffing process in earnest, with plans to begin providing services on July 1, 2018.

- c. As this project will be completed with current Easterseals employees, Easterseals requests the right to negotiate service delivery schedules (dates & times) with Waterbury OEC and or the community provider sites.
- d. Easterseals has developed this service delivery model based upon a minimum of 354 service hours. If project funding and community needs exceeds the service delivery template, Easterseals is open to hiring additional staff to meet the needs of OEC and the community.

7. Additional Data:

Pertaining to **G Conditions**; Easterseals is willing to adhere to the conditions stated this in the proposal.

*Jacquelyn Rosado, MS, BCBA*

Meriden, CT 06450  
rosadoj4@gmail.com

(203) 317-9337

---

**Summary**

To obtain a position that will enable me to use my strong interpersonal skills, educational background and ability to work well with people.

**Education**

**Simmons College**, Boston, MA  
Masters of Science in Behavior Analysis, May 2016  
**Eastern Connecticut State University**, Willimantic, CT  
Bachelors of Science in Psychology, May 2014  
Minor: Criminology  
**University of Salamanca**, Salamanca, Spain  
International study abroad, Spring 2013

**Experience**

**Easter Seals**, Waterbury, CT

2017-Current

**Board Certified Behavior Analyst**

- Serves as a resource to school staff to facilitate inclusion and transition efforts
- Responsible for adhering to legal requirements and principles, demonstrating sound professional judgment
- Conduct functional behavior assessments, observations and recommend positive behavior supports for children with Autism Spectrum disorders and other related developmental disabilities within a school and community setting for clients ages 5-21
- Attend PPT meetings, create and maintain all necessary documentation and reports.
- Provide support and work collaboratively with school staff, Behavioral Therapists, administration and families.
- Provide for supervision of all behavior therapist, specifically with training and monitoring of the implementation of a behavior program.

**May Institute**, Autism Services

2015-2017

**Direct ABA Therapist**

- One-to-One direct therapy in the client's home and community settings
- Data collection and analysis
- Attending regularly scheduled clinical team meetings
- Provide educational and intellectual, emotional and social growth instruction to assigned client

**Classroom Counselor**

2014-2015

- Provide educational and behavioral services to children with autism spectrum disorders and other developmental disabilities
- Work as a member of a multidisciplinary team with teachers, therapists, psychologists, and other therapeutic and educational staff to provide a positive and creative learning environment for students
- Provide crisis intervention for students, using techniques to resolve conflicts; this may include physical management of clients and implementation of behavioral systems
- Complete data collection and entry of target behaviors
- Assist lead teacher with any necessary duties
- Provide intensive behavioral intervention services to assigned client

REFERENCES AVAILABLE UPON REQUEST

*Jacquelyn Rosado, MS, BCBA*

- Implement individualized treatment plan, goals, and checklists as written and directed by behavior analyst
- Track and graph data as instructed

**PetSmart, Chicopee, MA**

2014-2017

*Pet Trainer*

- Work with pet guardians to help establish positive behaviors in animals
- Better a dog's manners
- Use marker-based training protocols, using positive reinforcement
- Use a variety of learning techniques to effect behavioral changes; this may include a combination of desensitization, operant conditioning, positive reinforcement, clicker training, hand signals, verbal cues, and reward system

**State of Connecticut Judicial Branch, Court Support Services Division**

2014-2014

*Adult Probation Internship*

- Know and be responsible for policies and procedures as established by the CSSD
- Participate in client interviews and home visits
- Provide information for and help prepare reports for the Court.
- Research resources to meet offender needs

**Wheeler Clinic, Inc., Plainville, CT**

2013-2014

*Child Care Giver:*

- Provide care to a child with socially significant behaviors and mental health limitations
- Support the social and emotional growth of the child
- Supervise the child before and after school
- Collaborate with administrators, peers and parents of the child

**Certifications**

- Board Certified Behavior Analyst (BCBA), 2016
- First Aid/CPR, 2017
- Emergency Medical Responder, 2017

**Leadership/Volunteer Experience**

- Boys and Girls Club, 2005- 2014
  - Coach 6<sup>th</sup>-8<sup>th</sup> grade girls in volleyball
  - Volunteer with various events and daily activities
- Assistant Girls Basketball Coach for Windham Middle School, 2012-2013
- UROC- University Residential Outreach Committee, ECSU, 2011-2012
- Path Ways to Leadership program, ECSU, 2011-2012
- Pride Alliance, ECSU, 2012

Lisa Brayton  
 47 Willcox Street  
 Bristol, CT 06010  
 Cell Phone: (860)965-6066  
 Email: [leesa\\_1978@msn.com](mailto:leesa_1978@msn.com)

---

**WORK HISTORY**
**2013-2015**
**BOARD CERTIFIED BEHAVIOR ANALYST of Birth-to-Three Program**  
*Creative Interventions East Granby, CT*

- Provided outreach services to children and families
- Consulted with team members in the development of individualized family service plans
- Assessed children's baseline skills and developed skill acquisition programs
- Conducted Functional Behavior Assessments
- Created and implemented Behavior Intervention Plans
- Determined appropriate data collection method for individualized programs
- Monitored and observed staff members in the implementation of programs and data collection
- Analyzed data collected from skill acquisition and behavior intervention plans
- Adjusted programs as needed based on observations, data collection and staff/parent reports
- Modeled and discussed different prompting procedures to be used with individualized programs
- Attended team meetings for children
- Provided support to team members as needed

**2012-Present**
**BOARD CERTIFIED BEHAVIOR ANALYST of Birth-to-Three Program**  
*Easter Seals Waterbury, CT*

- Responsibilities same as Lead Teacher and Special Education Teacher for Easter Seals

**2008-2012**
**LEAD TEACHER of Autism Specific Birth-to-Three Program**  
*Easter Seals: First Partners Program Waterbury, CT*

- Conducted Autism Assessments using a variety of tools including the Autism Diagnostic Observation Schedule (ADOS)
- Provided consultative or direct services as outlined on a child's Individualized Family Service Plan (IFSP)
- Assessed children's baseline skills and progress over time using appropriate curriculum
- Developed individualized programs for each child based on outcomes and identified needs
- Determined appropriate data collection for individualized program
- Reviewed and analyzed child data
- Supervised and observed the appropriate implementation of individualized programs
- Assisted in the training of new/current employees
- Provided input for performance reviews
- Had frequent conversations with families about choice in evidence-based practices
- Assisted in development of an Individualized Family Service Plan (IFSP)
- Provided ongoing support to staff members regarding concerns and questions
- Conducted Functional Behavior Assessments
- Developed Behavior Intervention Plans
- Additional responsibilities same as Special Education Teacher responsibilities

**2006-2008:**
**SPECIAL EDUCATION TEACHER of Birth-to-Three Program**  
*Easter Seals Waterbury, CT*

- Conducted eligibility, annual and transition evaluations
- Worked closely with families to ensure their understanding of suggested strategies within the daily routines
- Provided early intervention services for children birth to age three
- Team member of a transdisciplinary team model
- Possessed a knowledge of child development and intervention skills relative to child development and family systems
- Provided community resources to families
- Helped families with the transition process out of Birth-to-Three
- Communicated with local school districts as part of the transition process



2005

**SPECIAL EDUCATION TEACHER**

*Plymouth Board of Education Plymouth, CT*

- Adapted lessons for K-2<sup>nd</sup> grade (2001-2002)
- Adapted lessons for Pre-K children (2002-2005)
- Established a positive learning environment using behavior management
- Created and implemented IEP's based on each student's individual needs
- Communicated with parents through home visits and individual contact sheets
- Conducted evaluations on children using different evaluation tools
- Created an environment based on the CT State benchmarks
- Participated in the referral and PPT process of special education students

2001

**STUDENT TEACHER**

*East Haddam Board of Education Moodus, CT*

- Developed lesson plans for a class of 23 first grade students
- Guided and assessed children during guided reading groups
- Participated in planning a six week multicultural unit about Africa
- Focused and adapted lessons to meet the needs of kindergarten students

1999-2000

**TEACHER'S AIDE**

*Marlborough Elementary Child Care Association Marlborough, CT*

- Supervised sixty school-aged children in an after school setting
- Facilitated appreciation of the arts through relative activities

1999-2000

**TEACHER'S ASSISTANT**

*Joni's Preschool Farmington CT*

- Planned, prepared and implemented educational activities
- Communicated with parents on a daily basis
- Created weekly thematic lesson plans
- Coordinated preschool graduation for 17 students

**EDUCATION**

5/31/12

Board Certified Behavior Analyst  
Certification Number: 1-12-11822

2010-2011

Saint Joseph College  
Certificate in Applied Behavior Analysis

2009

Central Connecticut State University  
Master of Science in Special Education

2001

Eastern Connecticut State University  
Bachelor of Arts in Psychology  
Certification: Integrated Early Childhood/Special Education, N-K: Elem. 1-3 (113)

## Bradley Fidler

Bethel, CT

fidler1010@yahoo.com - 610-750-4003

To obtain a position in an organization wherein my knowledge, communication skills, special education and mathematic abilities would accentuate the growth of the organization.

Authorized to work in the US for any employer

### WORK EXPERIENCE

#### School Based Therapist

Progressions Behavioral Health Services - Reading, PA - July 2015 to Present

Provide therapy to clients on a regularly scheduled basis

Make referrals to appropriate community resources

Transfer skills to client to promote independence

#### Special Education Teacher

Northwestern Human Services - October 2009 to July 2015

Performed student background reviews to develop tailored lessons based on student needs.

Public School - Conrad weiser school district  
Developed program to work with students and increase interest in higher learning.

Modified the general educational curriculum for special-needs students based upon a variety of instructional techniques and technologies.

Created and enforced child-based hands-on curriculum to promote student interest and receptive learning.

#### Mathematics Teacher

Buxmont Academy - September 2008 to October 2009

Instructed 10-11th grade levels of Algebra I and Algebra II to classes of 10 students.

Established and enforced rules for behavior and procedures for maintaining order among a class of 10 students.

Developed, administered and corrected tests and quizzes in a timely manner.

Designed lesson plans focused on age and level-appropriate material

#### Mathematics Internship

SPC Tech - May 2005 to August 2007

Tested new and old machinery to ensure proper running ability

Completed mathematic computation using Microsoft excel

Worked with 1st, 2nd, and 3rd shift quality inspectors and tested their knowledge and skills

#### EDUCATION

##### **Master's in Curriculum and Instruction for Educators**

American InterContinental University - Schaumburg, IL

March 2011 to May 2012

##### **Bachelor of Arts in Mathematics**

Western Connecticut State University - Danbury, CT

August 2003 to May 2008

#### SKILLS

Microsoft Office (8 years), Training & Development (4 years)

#### CERTIFICATIONS

**Pennsylvania Private School Mathematics Teaching Certification**

**Pennsylvania Private School Special Education Certification**

#### ADDITIONAL INFORMATION

##### **Educational Strategies**

- Employed special educational strategies and techniques during instruction to improve the development of sensory/perceptual-motor skills, language, cognition, and memory.

##### **Curriculum Implementation**

- Taught reading, language arts, social studies, mathematics, science, art and physical education to pupils utilizing course of study adopted by the Board of Education.

##### **Interactive Learning**

- Introduced and encouraged debate-style classroom setting to increase student active participation and critical thinking.

##### **Olweus Bullying Prevention Program Trainer**

- Trained new staff how to implement the Olweus bully prevention program
- Hold month meeting to discuss new techniques to stop bullying

##### **PCA and Teachers' Aide Trainer**

- Trained new and current staff of job responsibilities

CITY OF WATERBURY  
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2018)  
Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City

☐

School Readiness  
(Service or Commodity Covered by Contract)

2017-2019  
(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 2018)  
Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City

☐

Behavioral Therapy - BCBA

(Service or Commodity Covered by Purchase Order)

8-28-2017

(Date of Purchase Order)

Behavioral Therapists + BCBA

(Service or Commodity Covered by Purchase Order)

8-31-2017

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

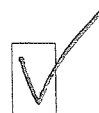
(Date of Purchase Order)

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.

Easter Seal Rehabilitation Center of Greater Waterbury, Inc  
(Name of Company, if applicable)

Loraine C. Shea  
Signature of Individual (or Authorized Signatory)

4/9/2018  
Date

Loraine C. Shea  
Print or Type Name and Title (if applicable)

DELIVERED

| By Mail

☐

Hand-Delivered

☒

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

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

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

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

**Certification**

- (1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principals 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:

Easter Seal Rehabilitation Center of Greater  
Waterbury, Inc.

Print Name and Title of Authorized Representative:

Lorraine C. Shea

Signature of Authorized Representative:

Lorraine C. Shea  
Date: 4/9/2018



### CORPORATE RESOLUTION

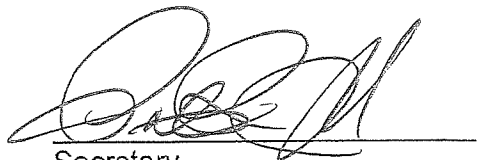
I, Paul Jessell, hereby certify that I am the duly elected and acting Secretary of Easter Seal Rehabilitation Center of Greater Waterbury, Inc., a corporation organized and existing under the laws of the State of Connecticut, do hereby certify that the following facts are true and were taken from the records of said corporation.

The following resolution was adopted at a meeting of the corporation duly held on the 30<sup>th</sup> day of January, 2018.

"It is hereby resolved that Lorraine C. Shea 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 Easter Seal Rehabilitation Center of Greater Waterbury Inc corporation this 2<sup>nd</sup> day of April, 2018.

  
Secretary

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

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

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

State of Connecticut

SS.: \_\_\_\_\_

County of New Haven

Lorraine C. Shea, being first duly sworn, deposes and says that:

1. I am the owner, partner, officer, representative, agent or \_\_\_\_\_ of Easter Seal Rehabilitation Center (Contractor's Name), the Contractor that has submitted the attached agreement. or Greater Waterbury, Inc

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.

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<br>(if none state NONE) | Service<br>or<br>Material | DOB |
|------|-------|--|---------------------------|-----|
| NONE |       |  |                           |     |
| 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<br>(if none state NONE) | Service<br>or<br>Material | DOB |
|------|-------|--|---------------------------|-----|
| NONE |       |  |                           |     |
| 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<br>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<br>(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 |
|------------|---------------------------------|-----------------------------|
| NONE       |                                 |                             |
| 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

Lorraine C. Shea  
Name of Corporate Signatory

22 Tompkins St. Waterbury, CT  
Address of Business

Affix  
Corporate  
Seal

By: Lorraine C. Shea  
Name of Authorized Corporate Officer

Its: President  
Title

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

State of Connecticut )  
 ) ss Waterbury

County of New Haven )

Lorraine Shea being duly sworn,  
deposes and says that he/she is President of Easter Seals Rehabilitation Center of Greater Waterbury, Inc  
that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this 10 day of April 2018  
[Signature]  
(Notary Public)

My Commission Expires: CARMEN G. HALL  
Notary Public State of Connecticut  
My Commission Expires Aug. 31, 2022

ATTACHMENT C

ROCCO ORSO  
DIRECTOR OF PURCHASING  
236 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.

06-0737391  
Social Security Number  
or Federal Identification Number

Easter Seal Rehabilitation Center of Greater  
Signature of Individual or Corporate Name Waterbury,  
Lorraine P. Shea Inc.  
Corporate Officer  
(if applicable)

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

Name Lorraine Shea  
By: President / CEO  
(Title)  
Business Address: 22 Tompkins St  
(City, State, Zip Code)  
Waterbury CT 06708  
Phone: 203-754-5141 x 241  
Date: 4/9/2018

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  
DEPARTMENT OF FINANCE – RISK MANAGEMENT  
CERTIFICATE OF INSURANCE REVIEW FORM

Contract Recipient or Vendor Name: Easter Seal Rehabilitation  
of Greater Waterbury

Requesting Department: BOE

Department Contact: Karen Rainville

Description of Work To Be Performed: Consultant for Early  
Childhood Care

Estimated Contract Duration and End Date: 1 Year

---

Date Reviewed: 8/8/18

Insurance Certificate Term: 10/1/17-10/1/18

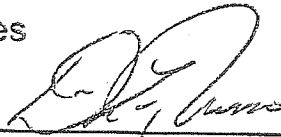
Payment / Performance Bond:  
Verification of Existence of Fidelity and Surety in CT  
<http://www.ct.gov/cid/lib/cid/licencom.pdf>

Certificate Meets Insurance Specifications: Yes

Insurance Carrier A.M. Best Rating: A-/7 or better

Comments:

Approved: Yes



Risk Manager or Authorized Designee



EASTSEA-02

BSLOWIKOWSKA

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/30/2018

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<br>Hollis D. Segur Inc.<br>156 Knotter Drive<br>Cheshire, CT 06410                                 | CONTACT NAME: Jill Keilty                           |        |
|   | PHONE (A/C, No, Ext): (203) 699-4579 FAX (A/C, No): |        |
|   | E-MAIL ADDRESS: jsk@hdsegur.com                     |        |
| INSURED<br><br>Easter Seal Rehabilitation of Greater Waterbury<br>22 Tompkins Street<br>Waterbury, CT 06708 | INSURER(S) AFFORDING COVERAGE                       | NAIC # |
|   | INSURER A: Philadelphia Indemnity Insurance Company | 18058  |
|   | INSURER B: Granite State Insurance Company          | 23809  |
|   | INSURER C:  |        |
|   | INSURER D:  |        |
|   | INSURER E:  |        |
|   | INSURER F:  |        |

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE   | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|--|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC<br>OTHER: | X         | X        | PHPK1720674   | 10/01/2017              | 10/01/2018              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 3,000,000<br>PRODUCTS - COMP/OP AGG \$ 3,000,000 |
| A        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY   | X         | X        | PHPK1720674   | 10/01/2017              | 10/01/2018              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$  |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 10,000   | X         | X        | PHUB602684    | 10/01/2017              | 10/01/2018              | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000   |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N<br>N  | N/A      | WC019397205   | 01/01/2018              | 01/01/2019              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 500,000<br>E.L. DISEASE - EA EMPLOYEE \$ 500,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000                                      |
| A        | Directors & Officers  |           |          | PHSD1317972   | 02/01/2018              | 01/01/2019              | Claims Made 1,000,000  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Sexual/Physical Abuse/Molestation: \$1,000,000/\$3,000,000; Human Services Professional Liability: \$1,000,000/\$3,000,000; Employee Benefits Liability \$1,000,000/\$3,000,000 w/ \$1,000 Ded.; Employee Theft/Dishonesty: \$100,000; Earthquake: \$1,000,000 w/\$100,000 Ded.; Forgery/Alteration: \$100,000 w/\$1,000 Ded.; Workplace Liability: \$100,000 w/\$10,000 Ded.; Employee Theft: \$100,000; Fiduciary Liability: \$1,000,000 w/\$1,000 Ded.; All P/T, O/T and Audiologist employees are covered under the Professional Liability with regards to all Easter Seal locations.

The City of Waterbury and the Board of Education are included as additional Insured as their interest may appear on a primary non-contributory basis on all policies except Workers Compensation, Director's & Officers and Employee Dishonesty insurances. All policies except Employee Dishonesty and Director's & Officers shall include a waiver of subrogation

## CERTIFICATE HOLDER

## CANCELLATION

|   |  |
|---|--|
| City of Waterbury<br>Office of Corporation Counsel<br>235 Grand Street<br>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<br><i>John K. Kerk</i>   |

LISA MARIE BRAYTON  
47 WILCOX ST  
BRISTOL, CT 06010-6829

Dear Licensed Professional: This is your validated license for  
the coming year. Should you have any questions about  
your license renewal, please do not hesitate to write or call:

Department of Public Health (860) 509-7603  
P.O. Box 340308  
Hartford, CT 06134-0308 <https://ct.gov/dph/license>

Sincerely,




Raul Pino, MD, MPH, COMMISSIONER  
Department of Public Health

STATE OF CONNECTICUT  
DEPARTMENT OF PUBLIC HEALTH  
THE INDIVIDUAL NAMED BELOW IS LICENSED  
BY THIS DEPARTMENT AS A  
Behavior Analyst  
ACTIVE

LISA MARIE BRAYTON

LICENSE NO.  
279  
CURRENT THROUGH  
11/30/2018  
VALIDATION NO.  
13039779

  
COMMISSIONER

SIGNATURE

EMPLOYER'S COPY  
STATE OF CONNECTICUT  
DEPARTMENT OF PUBLIC HEALTH


NAME  
LISA MARIE BRAYTON

VALIDATION NO. 13039779

LICENSE NO. 279

CURRENT THROUGH 11/30/2018

PROFESSION  
Behavior Analyst  
ACTIVE

  
COMMISSIONER

SIGNATURE

INSTRUCTIONS:

1. Do not detach this copy from the license.
2. Display this copy in a prominent place in your business establishment.
3. This validation number is your unique identifier. It must always be included on all card, phone and online requests.
4. The employer's copy of the license is for use only by the employer to verify the license status of the employee. It is not to be used for any other purpose. The employer is responsible for the state's public employee and the public's safety. If the employer is not satisfied with the license status, it is supplied to the state.

WALSH CARD  
STATE OF CONNECTICUT  
DEPARTMENT OF PUBLIC HEALTH

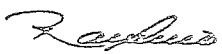
NAME  
LISA MARIE BRAYTON

VALIDATION NO. 13039779

LICENSE NO. 279

CURRENT THROUGH 11/30/2018

PROFESSION  
Behavior Analyst  
ACTIVE

  
COMMISSIONER

SIGNATURE

From: Department of Public Health <[donotreplylicense2@ct.gov](mailto:donotreplylicense2@ct.gov)>  
Date: Sun, Jun 3, 2018 at 12:26 PM  
Subject: Behavior Analyst Application Approval  
To: JACQUELYN ROSADO <[rosadoj4@gmail.com](mailto:rosadoj4@gmail.com)>

This is to confirm that **JACQUELYN ROSADO** has been issued Connecticut Behavior Analyst license number 304 effective 06/03/2018. You will receive an electronic copy of your license within 3 business days.

It is the licensee's responsibility to notify the Department of Public Health of any changes of name or address.

Please note that you may verify the license, renew your license and obtain additional information online at <https://www.elicense.ct.gov/>.

Please note that the license must be renewed annually in the month of birth. Renewal will be required in the first birth month which immediately follows issuance of licensure. Failure to renew a license within ninety (90) days of the due date will result in the license becoming void. In that event, re-licensure would require a new application and a review of all credentials to determine whether the applicant satisfies current licensing requirements.

This is the only notification provided by the Department regarding issuance of this license.

If you would like to provide feedback regarding your experience obtaining this license please email the licensing manager directly to [stephen.carragher@ct.gov](mailto:stephen.carragher@ct.gov).

Please do not reply to this message as it was generated by an automated process. Replies to this message will not be read or responded to.