

WATERBURY Public Schools

Today's Students. Tomorrow's Leaders

Melissa Baldwin

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July 31, 2018

The Honorable Board of Aldermen
City of Waterbury
City Hall
Waterbury, CT 06702

And

Honorable Commissioners
Waterbury Board of Education
236 Grand St.
Waterbury, CT 06702

Re: Contract between the City of Waterbury and Constellation
School Based Therapy LLC for registered behavior technician
services.

Dear Honorable Commissioners and Aldermen:

The Department of Special Education requests your approval of a contract with Constellation School Based Therapy LLC for the provision of registered behavior technician services for the Waterbury School District and students with disabilities in the total not to exceed amount of Eight Hundred Fifteen Thousand Eight Hundred Ten Dollars and 45 cents (\$815,810.45) for a three year term as follows:

For August 1, 2018 - June 30, 2019, an amount not to exceed Two Hundred Sixty-Six Thousand Four Hundred Eleven Dollars and 25 cents (\$266,411.25) at the hourly rate of \$38.25 for a Registered Behavior technician;

For July 1, 2019 - June 30, 2020, an amount not to exceed Two Hundred Seventy-One Thousand and Seven Hundred Seventy-Four Dollars and 30 cents (\$271,774.30) at the hourly rate of \$39.02 for a registered behavior technician;

For July 1, 2020 – June 30, 2021, an amount not to exceed Two Hundred Seventy-Seven Thousand Six Hundred Twenty-Four Dollars and 90 cents (\$277,624.90) at the hourly rate of \$39.86 for a registered behavior technician;

As the Board knows, services required for students with disabilities under the federal law, the Individuals with Disabilities Education Act (IDEA), are exempt from the procurement rules under Waterbury Ordinance Section 38.029 (D). However, the department can elect to undertake the bidding process. The Waterbury Special Services Department issued a Request for Proposal #6103, for registered behavior technician services of up to 5 registered behavior technician for Waterbury students with disabilities.

Seven vendors submitted proposals. Our department formed a committee who reviewed the proposals and conducted interviews with the proposers. The committee consisted of Special Education Supervisors Sharon Walsh and Monica O'Neal and Rob Davis, Board Certified Behavior Analyst. Thereafter, each member of the Committee evaluated and scored each proposal. The Committee looked at vendor experience providing the services, their contract and PO experience, their capacity to provide therapists when requested, the qualifications and experience of the therapists they provide, billing procedures and billable time and completeness of the bid responses.

As required by purchasing procedures, the proposers were rated based on the proposals without the Committee knowing the hourly rates for each service bid. Constellation School Based Therapy, LLC scored the best of any of the proposers for the services requested.

The Committee then reviewed the hourly rates submitted by each proposer. Constellation School Based therapy, LLC did not have the highest hourly rate but agreed to reduce their rate even further to be competitive with the other proposers.

A tax clearance is obtained and the contract is paid with general funds.
Constellation is a new vendor to Waterbury.

Respectfully Submitted,

A handwritten signature in cursive script that reads "Melissa Baldwin". The signature is written in dark ink and is positioned above the printed name.

Melissa Baldwin

Enc. Contract and RFP attachments

PROFESSIONAL SERVICES AGREEMENT
for
Registered Behavioral Technician Services - RFP No. 6103
between
The City of Waterbury, Connecticut
And
Constellation School-Based Therapy, LLC

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and Constellation School- Based Therapy, LLC, located at 14 Westport Avenue, Norwalk, Connecticut 06851, a State of Connecticut duly registered domestic limited liability company(the "Contractor").

WHEREAS, the Contractor submitted a proposal to the City responding to **RFP No. 6103** for Registered Behavior Technician Services; and

WHEREAS, the City selected the Contractor to perform services regarding **RFP No. 6103**; and

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

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

1.1. The Project consists of providing Registered Behavior Technicians (RBTs) With Board Certified Behavioral Analyst (BCBA) oversight as needed by the Waterbury School District, certified by the Behavior Analyst Certification Board (BACB), which RBTs will provide behavioral and related services to students with disabilities ages 3-21 as directed by Individual Education Plans (IEPs) and other related work 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 Contractor as having been received, or are

otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- i. City of Waterbury RFP No. 6103 for Registered Behavioral Technician Services, consisting of 13 pages, (excluding Contractor Compliance Packet and sample contract.) Attached hereto
- ii. Addendum No.1 To City of Waterbury RFP No. 6103, dated April 12, 2018, consisting of 4 pages attached hereto.
- iii. Contractor's Response to City of Waterbury RFP No. 6103, dated April 17, 2018, consisting of 52 pages, attached hereto.
- iv. any and all amendment(s) and Change Orders, issued by the City after execution of Contract (incorporated by reference)
- v. Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate (incorporated by reference)
- vi. Certificates of Insurance (incorporated by reference)
- vii. All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference)
- viii. All licenses. (incorporated by reference)

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

- i. - the City's solicitation documents and the Contractor's responses
- ii. - Solicitation document Addendum No. 1, dated April 12, 2018
- iii- any and all amendment(s) and Change Orders, issued by the City after execution of Contract (incorporated by reference)
- iv. - Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate
- v. Certificates of Insurance
- vi. All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference)
- vii. - All licenses.

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

2.1. Representations regarding Personnel. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual

relationship with the City, without use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by the Contractor under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

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

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

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

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

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

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

3.4. Publicity. Contractor agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name 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. The standard of care and skill for all services performed by the Contractor's Registered Behavior Technicians and employees shall be that standard of care and skill ordinarily used by other members of the Registered Behavior Technicians profession practicing under the same or similar conditions at the same time and in the same locality. The RBT services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

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

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

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

3.7.2 its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or

conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;

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

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

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

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

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

3.8. Reporting Requirement. The Contractor shall deliver periodic, thirty (30) day, written reports to the City's Using Agency setting forth **(i)** the issue date of the report, **(ii)** the time period covered by the report, **(iii)** a brief description of the work and services completed by the Contractor and/or delivered by the Contractor during the time period covered by the report, **(iv)** expressed as a percentage of the total work and services required under this Contract, the percentage of the total work represented by the work and services described in subsection iii above, **(v)** expressed as a percentage of this Contract's Section 6 total compensation, the percentage of the total compensation represented by the work and services described in subsection iii above, **(vi)** the Contractor's declaration as to whether the entirety of the Contractor's work and services required in this Contract will be, or will not be, completed within the Contract's Section 6 total compensation amount, and **(vii)** any and all additional useful and/or relevant information. Each report shall be signed by the Nurse..

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

4. Responsibilities of the City. Upon the City's receipt of Contractor's written request, the City will provide the Contractor with all documents, data and other materials the City

agrees are necessary and appropriate to the service to be performed by the Contractor hereunder and the City will endeavor to secure, where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by the Contractor for the purpose of carrying out the services under this Contract.

5. Contract Time. The Contractor shall complete all work and services required under this commencing on the date the contract is signed by the Mayor and shall complete all work and services required Contract on or before June 30, 2021.

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

6. Compensation. The City shall compensate the Contractor for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6 and pursuant to the Rate Schedule attached hereto as Attachment B.

6.1. Fee Schedule. The fee payable to the Contractor shall not exceed **Eight Hundred Fifteen Thousand Eight Hundred Ten Dollars and Forty-Five Cents (\$815,810.45)**, with the basis of payment being as follows:

- i. Year one through June 30, 2019
An amount not to exceed Two Hundred Sixty-Six Thousand
Four Hundred Eleven Dollars and
Twenty-Five Cents\$266,411.25
- ii. Year two through June 30, 2020
An amount not to exceed Two Hundred Seventy-One
Thousand Seven Hundred Seventy-Four Dollars
and Thirty Cents.....\$271,774.30
- iii. Year three through June 30, 2021
An amount not to exceed
Two Hundred Seventy-Seven Thousand Six Hundred
Twenty-Four Dollars and Ninety Cents\$277,624.90
- iv. Total Compensation an amount not to exceed
Eight Hundred Fifteen Thousand Eight Hundred
Ten Dollars and Forty-Five Cents.....\$815,810.45

6.2. Limitation of Payment. Compensation payable to the Contractor is limited to those fees set forth in Section 6.1 above. Such compensation shall be paid by the City

upon review and approval of the Contractor's invoices for payment and review of the work, services, deliverables, etc. required in this Contract and review as may be further required by the Charter and Ordinances of the City. Contractor's invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

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

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

6.4. Proposal Costs. All costs of the Contractor in preparing its proposal for **RFP No. 6103** shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other Contract.

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

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

8. Indemnification.

8.1. The Contractor shall indemnify, defend, and hold harmless the City 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 Contractor, 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 Contractor or any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 8.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

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

9. Contractor's Insurance.

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

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

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

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

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

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

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

Contractor 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 Wrongful Act. **\$1,000,000.00** Aggregate.

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

9.4.6 Abuse/Molestation Liability Insurance: \$1,000,000.00 each Occurrence/. **\$1,000,000.00** Aggregate. Applicable to Contractors working directly with youth/minors.

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

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

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

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

10. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Contractor of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following:

EQUAL EMPLOYMENT OPPORTUNITY ACT; *COPELAND ANTI-KICKBACK ACT*, as supplemented in the Department of Labor Regulations (29 CFR Part 3); *DAVIS-BACON ACT* as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974*, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

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

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

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

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

10.3.2 The Contractor is aware of, and shall comply with, the provisions of both the Federal Davis-Bacon Act 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 Contractor 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 Contractor shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, national origin or citizenship status, age or handicap. The Contractor agrees to comply with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

12. Confidentiality/FERPA

12.1. AAA shall, and shall ensure compliance by assigned nursing staff to, strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education, and the City of Waterbury regarding confidentiality of student records, files, PPTs, IEPs, etc. AAA shall further ensure that its employees, agents, or anyone performing work on their behalf under the terms of this Agreement shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education, and those established by the City of Waterbury regarding

confidentiality of student records, files, PPTs, IEPs, etc.

12.2 Any and all materials contained in a City of Waterbury student file that are entrusted to Contractor or to assigned nursing staff during in the course of its services shall remain in the strictest confidence to prevent disclosure of the same. All information furnished by the City or gathered by Contractor or nursing staff shall be used solely for the purposes of providing services under this Agreement.

12.3 AAA acknowledges, and shall ensure compliance by assigned nursing staff, that in the course of providing services under this Agreement, it may come into the possession of education records of City Waterbury students as defined in and governed by Family Educational Rights and Privacy Act ("FERPA", 20 U.S.C. § 1232g) and related regulations (34 C.F.R. § 99). Contractor shall comply with the requirements of said statute and regulations, and agrees to use information obtained from the City or student education records only for the purposes provided in this Agreement. Without the prior written consent of the student's parent or guardian, as required by FERPA, Contractor has no authority to make disclosures of any information from education records.

13. Termination.

13.1. Termination of Contract for Cause. If, through any cause, in part or in full, not the fault of the Contractor, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor 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 Contractor under this Contract shall, at the option of the City, become the City's property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

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

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

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

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

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

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

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

13.4. Rights Upon Cancellation of Termination.

13.4.1 Termination for Cause. In the event the City terminates this Contract for cause, the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the documents, data, studies, reports, specifications, deliverables, etc. 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 Contractor shall transfer all licenses to the City which the Contractor is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Contractor for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved

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

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

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

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

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

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

15. Force Majeure. Contractor shall not be held responsible for delays nor be subject to liquidated damages when such delays are caused by conditions beyond its control, including without limitation:

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

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

Upon cessation of work for reason of force majeure delays, Contractor shall use its best efforts to meet the schedule set forth in Section 5 of this Contract.

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

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

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

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

twelve month period immediately following the closing or termination of this Contract. In the event the City elects to make such an audit, the Contractor 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 Contractor shall be solely responsible for causing the timely repair to and/or replacement of, City property or item(s) intended to become City property hereunder, where the need for repair or replacement was caused by the Contractor, by someone under the care and/or control of the Contractor, by any subcontractor of the Contractor, or by any shipper or delivery service. The Contractor shall be solely responsible for all costs and expenses, including but not limited to shipping, delivery, insurance, etc. associated with the foregoing repair and replacement obligation. Further, the Contractor shall be solely responsible for securing the City's written acceptance of all completed repairs and replacements required hereunder. The City hereby retains sole discretion to determine whether a repair or a replacement is the proper remedy.

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

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

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

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

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

25. Contract Change Orders.

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

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

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

25.1.3 the Final Completion Date has not been changed.

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

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

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

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

governed by the provisions of this Contract. Any contract change NOT fully complying with this Section 25 shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and the Contractor 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. 6103** and **(ii)** the Contractor's proposal responding to the aforementioned **RFP No. 6103**.

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

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

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

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

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

30. Governing Laws. This Contract, its terms and conditions and any claims arising 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 Contractor, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Contractor: Constellation School Based therapy, LLC
14 Westport Avenue,
Norwalk, Connecticut, 06851

City: Board of Education of the City of Waterbury
236 Grand Street, 2nd floor
Waterbury, CT 06702

With a copy to: Office of the Corporation Counsel
235 Grand street, 3rd floor
Waterbury, CT 06702

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

The Person (the term “Person” shall herein be as defined in Section 38 of the City’s Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. 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 Contractor or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

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

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

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

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

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

32.9. The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without

limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

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

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

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

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

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

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

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

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

WITNESSES:

CITY OF WATERBURY

By: _____
Neil M. O'Leary, Mayor

Date: _____

WITNESSES:

**CONSTELLATION SCHOOL-BASED
THERAPY, LLC**

By: _____

Its _____

Date: _____

ATTACHMENT A

- i. City of Waterbury RFP No. 6103 for Registered Behavioral Technician Services, consisting of 13 pages, (excluding Contractor Compliance Packet and sample contract.) Attached hereto
- ii. Addendum No.1 to City of Waterbury RFP No. 6103, dated April 12, 2018, consisting of 4 pages attached hereto.
- iii. Contractor's Response to City of Waterbury RFP No. 6103, dated April 17, 2018, consisting of 52 pages, attached hereto.
- iv. any and all amendment(s) and Change Orders, issued by the City after execution of Contract (incorporated by reference)
- v. Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate (incorporated by reference)
- vi. Certificates of Insurance (incorporated by reference)
- vii. All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference)
- viii. All licenses. (incorporated by reference)

**ATTACHMENT B
RATE SCHEDULE
RFP 6103
REGISTERED BEHAVIORAL TECHNICIAN SERVICES**

Pricing-RBT with BCBA Oversight

	Per Hour with BCBA Oversight	Hours	Total
Year 1 (2018-2019)	\$38.25	6925	\$266,411.25
Year 2 (2019-2020)	\$39.02	6925	\$271,774.30
Year 3 (2020-2021)	\$39.86	6925	\$277,624.90
			\$815,810.45

Hourly Rate for each year is inclusive of all components highlighted within the Work Plan section of Contractor's Proposal.

Each Year's quoted rate is inclusive of Direct student services, indirect student services as well as CSBT Supervisory/Managerial services.

These Hourly rate will be applied to a 7 hour day/35 hour week.

There will be no additional cost or overtime charge for hours billed above 35 hours.

Total cost for 5 RBT's, 183 School days and 16 days of summer for extended school year.

**REQUEST FOR PROPOSAL #6103
BY
THE CITY OF WATERBURY
EDUCATION**

Registered Behavior Technician Services

The City of Waterbury, Department of Education (hereinafter "City"), is seeking one or more vendors, proposers or contractors to provide:

Registered Behavior Technicians (RBTs), as needed by the Waterbury School District, certified by the Behavior Analyst Certification Board (BACB), that will provide behavioral and related services to students with disabilities ages 3-21 as directed by Individual Education Plans (IEPs), and other related work. The initial contract period is for three-years commencing on or about July 1, 2018 through June 30, 2021.

A. Background and Intent

The purpose of this request for proposal is to obtain cost proposals for a three-year contract from a vendor or vendors to provide reliable, experienced, and professional Registered Behavior Technicians, as needed for Waterbury School District for students with disabilities. The selected vendor or vendors will be responsible for the provision of services as set forth in student Individual Education Plans (IEPs).

B. Qualifications

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

1. Experience and expertise in providing Registered Behavior Technicians (RBTs), for the type of or similar services as those outlined in the Scope of Services in this Request for Proposal to students with disabilities ages 3-21.
2. A proven record of accomplishment in providing the proposed services or similar services for other school districts.
3. Ability to demonstrate that all assigned staff and RBTs will be compliant with all relevant laws and regulations including but not limited to state and federal special education laws and regulations.

4. Ability to demonstrate that all assigned Registered Behavior Technicians will be compliant with the Registered Behavior Technicians training and certification standards, set forth by the Behavior Analyst Certification Board (BACB), and all staff and Registered Behavior Technicians will be competent in providing the services outlined in the scope of services. The proposer agrees that all proposed Registered Behavior Technicians are subject to the City's review of their qualifications.
5. Evidence of sufficient staff and pool of experienced Registered Behavior Technicians that will be available to the City upon request to fill its immediate and changing needs.
6. Ability to demonstrate that all assigned staff and Registered Behavior Technicians will have experience in a school setting working with evidence-based behavior intervention techniques and strategies.
7. Ability to demonstrate that all assigned staff and Registered Behavior Technicians will have experience in a school setting working with students with disabilities.
8. The proposer will provide Registered Behavior Technicians trained in CPR, first aid and use of the Automated External Defibrillator (AED).
9. The proposer shall ensure that each Registered Behavior Technician will follow all City and School District procedures, guidelines and other requirements as set forth by Waterbury School District representatives. The proposer must obtain prior satisfactory criminal background checks, Department of Children and Families Registry checks, fingerprinting and drug screening of each Registered Behavior Technician candidate.
10. The proposer shall ensure and require that each Registered Behavior Technician provide timely and complete reports, data, or other documentation as requested by Waterbury staff.
11. The proposer will invoice the City monthly and provide back up documentation with the invoice.

C. Scope of Services

1. The proposer agrees to provide Registered Behavior Technicians, as needed and requested by the Waterbury School District, that are capable of providing behavioral and related services to students with disabilities,

ages 3-21, for the number of hours, days or portions thereof as the City may need during the school year and during the summer program if applicable.

2. All Registered Behavior Technicians services must be performed, for the City, during school hours when the school is in session. Students are primarily located in Waterbury schools.
3. All Behavior Technicians must be registered with the Behavior Analyst Certification Board (BACB) within 6 months of assignment to the Waterbury School District.
4. The proposer must demonstrate that it will be able to provide Registered Behavior Technicians immediately, upon request, to fill the immediate and changing needs of the District.
5. The proposer will insure that all Registered Behavior Technicians working in the Waterbury School District have had satisfactory criminal background checks, drugs tests and DCF registry checks as required under law and will provide the City proof upon request.
6. The Proposer will designate and assign one person responsible for the coordination of all Registered Behavior Technician services assigned to the Waterbury School District. The designated individual will respond to any issues or concerns of the City.
7. Registered Behavior Technicians will be assigned one or more students as well as other related responsibilities by City personnel.
8. Registered Behavior Technicians may assist in implementing the student's IEP and behavior plans, follow the instructions of the District staff and the Board Certified Behavior Analysts, compile data and information as directed and provide other related services at the District's request.
9. Provide Registered Behavior Technicians that are able to work with one or more students based upon the students' individual education plans.
10. Registered Behavior Technicians are needed for each school day following the school calendar of up to 183 days and for extended school year services for an additional 16-20 days in the summer.

11. The proposer's shall require that its Registered Behavior Technicians maintain records as required by the City and act in compliance with all relevant federal, state, local and district laws, policies, procedures, regulations and ethical standards.
12. The proposer shall require and ensure that each Registered Behavior Technicians provide the District with all required Medicaid documentation in a form and manner acceptable to the District, and in compliance with the State of Connecticut Department of Social Services regulations and other relevant law.
13. The proposer will promptly submit invoices for services rendered no later than 30 days after the services are provided, with supporting documentation as requested by the District.

D. Agreement Period

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be for three years commencing on July 1, 2018 and terminating on June 30, 2021.

E. General Information

1. The City is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The City is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services, or activities.
2. Proposers must review and be prepared to sign, prior to the execution of any contract with the City, the items and any forms included in **Attachment A.** (Contract Compliance Packet)
3. All questions and communications about this Request for Proposal and submission requirements must be directed to the City of Waterbury eProcurement website, and must be received **by 2PM on April 11, 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 12 , 2018 at 2:00 PM. It shall be the responsibility of the proposer to download this information. If you have any procedural questions in this regard, please call Mr. Orso at (203) 574-6748.

4. The following language may be applicable to this RFP if services to be provided by the proposer is bargaining unit work that will result in layoffs.
 - a. The successful proposer offer available work, to bargaining unit employees who are qualified to perform the work;
 - b. recognize and bargain with the Union over the terms and conditions of employment for bargaining unit employees who are hired.
 - c. pending completion of negotiations with the Union, offer to bargaining unit employees hired, a package of wages and benefits (other than pension benefits) that is comparable as a whole to that provided by the City prior to the subcontracting.

F. Management

Any contract, or purchase order, resulting from this RFP will be managed by Waterbury Department of Education, Department of Special Education.

G. Conditions

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

1. All proposals in response to this RFP are to be the sole property of the City. Proposers are encouraged **not** to include in their proposals any information, which is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.
2. Any product, whether acceptable or unacceptable, developed under a contract, awarded as a result of this RFP, is to be the sole property of the City.
3. The timing and sequence of events resulting from this RFP will ultimately be determined by the City.

4. The proposer agrees that the proposal will remain valid for a period of 120 days after the closing date for the submission and may be extended beyond that time by mutual agreement.
5. The City may amend the terms or cancel this RFP any time prior to the execution of a contract or purchase order for these services if the City deems it to be necessary, appropriate or otherwise in the best interests of the City. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered. At his option, the City's Director of Purchasing may provide all proposers with a limited opportunity to remedy any technical deficiencies identified by the City in their initial review of proposals.
6. The proposer must certify that the Registered Behavior Technicians, identified in its response to this RFP, will be the persons actually assigned to provide the services. Any additions, deletions or changes from the proposal during the course of the agreement period must be approved by the City, with the exception of Registered Behavior Technicians who have terminated employment. Replacements for Registered Behavior Technicians who have terminated employment with the proposer are subject to review of their qualifications by the City. At its discretion, the City, at its sole discretion, may require the removal and replacement of any of the proposer's Registered Behavior Technicians 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 because 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. The proposer must provide its retention/turnover rates of Registered Behavior Technicians for the past 3 years.

11. The Proposer must provide the names, addresses, contact persons and phone numbers for all of the school districts the proposer has serviced over the last five (5) years. The City reserves the right to contact any of these school districts for a reference.
12. 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.
13. 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.
14. 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.
15. 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.
16. The proposer must accept the City's standard agreement language. See Professional Service Agreement in Attachment B.
17. The proposer shall be required to provide insurance as established by the City, and as set forth in Section 9 of the standard agreement attached hereto as **Attachment B.**
18. Any contract or purchase order resulting from this RFP process will represent the entire agreement between the proposer and the City and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability

for payment of services under the terms of the contract or purchase order until the successful proposer is notified that the contract or purchase order has been accepted and approved by the City. Any contract resulting from this RFP may be amended only by means of a written instrument signed by the proposer and signed by the Mayor.

H. Proposal Requirements & Required Format

One original (clearly identified as such) and five (5) paper copies of the proposal, as well as a copy of the original proposal in pdf format on a CD or flash drive, must be received at the following address no later than **10:30 AM on April 23, 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 and School Districts that the proposer has provided RBT or similar services to 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 and RBTs identified in the work plan by job classification, along with their resumes and certifications. 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 cost proposal for the provision of Registered Behavior Technician for each year of the three period, for services performed in accordance with this RFP, inclusive of all personnel and non-personnel expenses. This price should encompass the entire Scope of Services in this RFP. The City reserves the right to negotiate costs, scope of services, and key personnel based on provider proposals. In order for the City to evaluate the proposed cost, proposers must include the total cost, including details generally associated with non-personnel costs as an additional cost section.

Since the City may desire to consider the proposer's experience, qualifications, statement of work, and other aspects of the RFP prior to the Cost Proposal, the Cost Proposal shall be sealed in a separate envelope marked "Confidential: Cost Proposal".

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

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

Please respond to the following questions:

- a. Have you ever failed to complete any work awarded to you? If so, where and why?
- b. Have you ever defaulted on a contract? If so, where and why?
- c. Is there any pending litigation, which could affect your organization's ability to perform this agreement? If so, please describe.
- d. Has your firm ever had a contract terminated for cause within the past five years? If yes, provide details.
- e. Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.
- f. During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details.
- g. Have you ever exceeded the amount of the contract you were awarded? If so, provide the details of what happened.

- h. Are there any other factors or information that could affect your firm's ability to provide the services being sought about which the City should be aware?
- 6. Exceptions and Alternatives. Proposers wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. The City may accept proposals which take exception to any requirement in this RFP, or which offer any alternative to a requirement herein, as well as consider such exceptions and alternatives in evaluating responses. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this Request for Proposal.
- 7. Additional Data. Any additional information, which the proposer wishes to bring to the attention of the City that is relevant to this RFP.

I. Evaluation of Proposals; Selection Process

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/RBTs to be assigned to provide services 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 and ability to provide services of Registered Behavior Technicians, certified by the Behavior Analyst Certification

Board (BACB), as needed by the School District within required periods 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"). As well as Federal Davis- Bacon Act, Federal American Recovery and Reinvestment Act of 2009, and the Housing and Urban Development Section 3 Clause, if applicable, all as further specified in the attached City of Waterbury Contract form. Also attached hereto, is a full copy of the previously mentioned City of Waterbury Ordinance, commonly referred to as the "Good Jobs Ordinance".

L.State Set-Aside Requirements

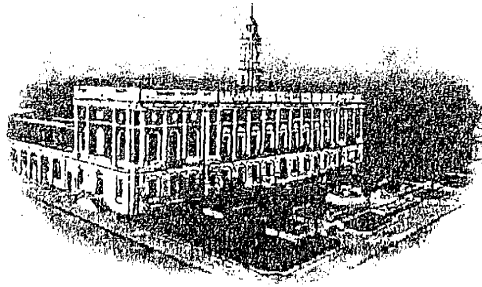
NOT APPLICABLE

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.

ROCCO ORSO
PURCHASING DIRECTOR



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

April 12, 2018

Bid: 6103

Project: Registered Behavior Technician Services

The following questions have been received about this project.

How many billable hours were utilized in the 2016-2017 and YTD 2017-2018 school years for RBT services?

We have not had RBT services before.

Can you please provide the incumbent vendor along with their current bill rates for RBTs

N/A

How many FTE RBTs will the City of Waterbury request for the upcoming 2018-2019 school year?

Approximately 5 but it depends on the needs of the District which can change.

Will the RBTs have consistent work schedules or will this be a Per Diem (as needed) contract?

The services are as needed but each RBT will have a schedule which will follow the school day throughout the school year and possibly in the summer program..

What was the annual expenditure of the current contract for the 2016-2017 and YTD 2017-2018 school years?

Not Applicable

1. Who is/are the incumbent vendor(s) and what is/are the rate(s)? 2. What is the estimated # of RBTs needed in year 1?

No incumbent vendor or rate. An estimate of the number needed in year 1 is approximately 5

but could change with the needs of the District.

Re: Cost Proposal: are you looking for an hourly or daily rate per RBT?

Hourly rate

What is the volume of Registered Behavior Technician working hours projected for this contract?

Each RBT would work up to 7 hours per day depending on the school to which they are assigned for the school year of approximately 181 days and up to 20 days in the summer.

What are the current rates for Registered Behavior Technician's servicing this contract?

N/A

Who are the current agencies providing Registered Behavior Technician services to the Waterbury School District?

N/A

What is the projected size of the contract for Registered Behavior Technician Services?

For the first year, approximately 5 RBTs or more, depending on the needs of the District, working as set forth in the question above.

1) Do you already contract for RBT's? 2) Who do you contract now? 3) Is it only 1 vendor you use? 4) How many do you contract? 5) How much are you paying per hour? 6) How many do you anticipate needing? 7) Are you happy with your current vendor?

1. N/A; 2. N/A; 3. N/A; 4. N/A; 5. N/A 6. Approximately 5 RBTs at the start of the contract which number could increase over the contract term.

Is the RBT an absolute required credential? Is this negotiable?

Yes it is required and it is not negotiable.

page 2 #6. Are other settings (other than school based settings) acceptable experience for the BT? (i.e Birth to Three Services, home and community based services)

The experience for the RBTs (not BTs) provided by the vendors who submit proposals will be compared and weighed by the staff reviewing the proposals.

Page 2 #7. Does "all assigned staff" include BT and the BT coordinator? Does it include anyone else?

The RFP refers to RBTs, not BTs. Assigned staff referred to on page 2, #7, means any staff the

vendor intends or needs to use to provide RBT services to the City as requested in the RFP.

If awarded the contract- would there be a number of BTs needed immediately to start on 7/1?

Not BTs. RBTs may be needed in the summer depending on the needs of the District for summer school.

Page3 #3- What other settings other than the Waterbury Schools would services be provided?

Other settings can include an out of district school or a non-public school or charter school depending on the needs of the District

what is the number of hours per day expected for each BT to work? (during the school year and during summer school)

The RBT is expected to work the number of hours the school is in session which is up to 7 hours a day.

How are staff lunch breaks structured? Are staff expected to eat lunch with the students?

Lunch breaks are structured depending on the needs of that particular school. Staff sometimes eat lunch with the students depending on the needs of the students.

Which schools will be staffed through this contract?

Unsure at this time

who is the point of contact for this contract? Special Education Department? School Principals?

Special Education Department

The bid is for RBT's, is the school department providing the BCBA's for supervision?

No

Who are the current vendors providing the RBT services? What are the current vendor rates for RBT? What was the total annual expenditure of the 2016-2017 and 2017 -2018 school years for RBT services? How many hours a week do you anticipate for the RBT services? How many RBT's do you anticipate needing to provide the services? How many schools would require RBT services? Who will be supervising the RBT's? Do you have BCBA on staff for the supervision requirements? What are the 'other related responsibilities assigned by the city personnel' as outlined in Scope of Services #7?

See above answers. Other related responsibilities could include office tasks and tasks given by administrators.

The Attachment A financial disclosure form is not on the list of documents; when you click on

this attachment the Disclosure and Certification Affidavit opens up. Where can the Financial Disclosure form be located?

It is a different name for the same form.

How many RBTs are currently servicing the district?

None

What is the average number of hours an RBT performs each week?

Up to 35 hours per week

Are the RBTs currently outsourced, or are they Waterbury employees?

See above answers

What is the current fill rate for RBTs?

We are looking for approximately 5 RBTs to start the next school year with a possible need in the summer.

How many RBT hours are you anticipating for next year?

See above answers

Will any specific training beyond the RBT qualifications be required?

Please refer to the RFP for the qualifications listed.

Thanks

Kevin McCaffery

Buyer – City of Waterbury

Proposal for BID #6103:

Registered Behavior Technician Services

Prepared For:

The City of Waterbury Education

Submitted By:



Constellation School Based Therapy

14 Westport Avenue, Norwalk, Connecticut 06851 (203) 845-8000



CONSTELLATION SCHOOL-BASED THERAPY

Company Business Address:

Constellation School-Based Therapy
14 Westport Avenue, Norwalk,
Connecticut 06851 (203) 845-8000

Website:

www.constellationhs.com

Primary Contact:

Joanne Drouillard OTR/L
Director of School-Based Therapy
(203) 845-8000
jdrouillard@constellationhs.com

Secondary Contact:

Tiva Pierce BCBA, LBA
ABA Program Manager
(203) 845-8000
tpierce@constellationhs.com

Administrative Contacts:

Jason Creutzmann
President and CEO
(203) 845-8000
jcreutzmann@constellationhs.com

Emmy Nteziryayo
Director of Finance & Accounting
(203) 845-8000
enetziryayo@constellationhs.com

Date Established:

February, 1985

Type of Business:

Four Major Service Areas –

- School Based Therapy Services
- Licensed and Medicare Certified Home Health Agency, including Hospice Care
- Private Duty Services
- Geriatric Care Management



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Section 7	Additional Data <ul style="list-style-type: none">- Resumes- Sample Functional Behavioral Assessments- Sample Behavioral Intervention Plans- Letters of Recommendation- Constellation School Based Therapy Additional Information



Proposer Information

Proposer Information

Constellation School-Based Therapy

14 Westport Avenue, Norwalk, Connecticut 06851

Company History

Constellation Health Services family of companies provides a diverse yet interconnected range of health care services, throughout Connecticut, New York, Massachusetts and New Hampshire. Constellation Health Services, hereinafter referred to as CHS, is a privately owned, for profit organization specializing in home health care, private duty care, hospice care, rehabilitation services as well as school-based services.

Our company, as a whole is governed by a Board of Directors who is responsible for ensuring the financial strength of the company, as well as the exceptional quality of care we deliver. Although each service division operates separately, leadership, planning, human resources, finance and clinical development are centralized and coordinated in the company's main office in Norwalk, Connecticut.

Constellation School Based Therapy LLC, hereinafter referred to as CSBT, is a highly specialized division of Constellation Health Services. Since its inception in February of 1985, when known as Norwalk Rehabilitation Services (NRS), our organization has provided pediatric physical and occupational therapy on an independent contractual basis to a number of educational settings, and across a number of public school systems throughout Connecticut's Fairfield and New Haven counties for 21 successful years. In 2017 Constellation School Based Therapy added its ABA (Applied Behavioral Analysis) program service division. Since its inception Constellation's ABA program has grown exponentially, offering skilled behavior-based services at home, remotely and within several public-school settings.

Key Team Members

Joanne Drouillard OTR/L,
Director of School-Based Therapy
18+ years of School Based Experience

Kathleen Lavallee MPT
Assistant Director of School-Based Therapy
10+ Years of School Based Experience

Tiva Pierce BCBA, LBA
ABA Program Manager
10+ year of experience

*Please refer to Resumes in the Experience, Expertise and Capabilities Section for more specific information regarding Key Team members' background and experience.



Experience, Expertise and Capabilities

Experience, Expertise and Capabilities

Philosophy Statement and Business Focus

Constellation School-Based Therapy is a recognized leader in the delivery of educationally related occupational, physical and ABA therapies, provided in the context of the public-school environment. We are known and respected for operational, financial and quality best practices in the delivery of related therapy services to students. As an organization, we have inherent specific knowledge as to what works and what does not work in school-based practice, and we apply these insights and perspectives to every operational engagement. We make it our business to understand the educational mission of each district; the specific mandates placed upon the districts, and unique district, team or family demands. Through our senior leadership team and our expert staff, we know how to deliver excellence in school-based practice, while we focus on quality and cost effectiveness. Constellation School Based BCBA's understand the difficulties that might arise for teachers when the classroom environment is disrupted. Through partnering with teachers within the classroom, our experience and expertise helps to limit those disruptive behaviors and create opportunities for success.

Summary of Relevant Experience

Constellation School-Based Therapy (CSBT) provides expertise in the delivery of educationally-related therapy services throughout Connecticut. The services provided to each of the districts we work with vary, according to the needs of the students served, and the goals and objectives of each school system. CSBT has designed, implemented and currently manages school-based therapy programs, to promote best practices in the educational setting. We provide teams of school-based therapists, BCBA's and RBT's with advanced skills and expertise in pediatric practice. Our therapists focus on removing barriers for students, in their abilities to learn, and participate in all aspects of the school environment. Service delivery is founded on the principles of educating students with special needs in the least restrictive environment, and within a setting which facilitates achievement and success in learning. Constellation School Based BCBA's and RBT's understand that behavioral changes made through internalized learning cannot be rushed. Our teams of therapists utilize a number of service delivery models in an integrated approach, as well as providing professional development for educators, and consultation services to districts.

Summary of Relevant Business Focus

Name:	Contact	Nature of services	Dates	Completed
Greenwich Public schools	Mary Forde, Director Special Education 290 Greenwich Avenue Greenwich, CT 06830 203 625 7466	School Based OT and PT services, students 3-21 years	1999 - present	Ongoing
Stamford Public Schools	Wayne Holland Director Special Education 888 Washington Boulevard Stamford, CT 06901 203-977-4853	School Based OT and PT services, students 3-21 years	1998 to present	Ongoing
Norwalk Public Schools	Joe Russo Stacy Heiligenthaler Assistant Director(s) of Specialized Learning and Student Services 125 East Avenue Norwalk, CT 06852 203 854 4133	School Based OT, PT, and ABA services, students 3-21 years	1997 to present	Ongoing
Darien Public schools	Shirley Klein Director of Special Education 35 Leroy Avenue Darien, CT 06820 203 656 7474	School Based OT and PT services, students 3-21 years	2002 to present	Ongoing
Monroe Public schools	Kay Moser Director Special Education 375 Monroe Turnpike Monroe, CT 06468 203 452 2860	School Based OT, PT and ABA services, students 3-21 years	2002 to present	Ongoing
Easton Public Schools	Tracy Edwards Director of Special Services 654 Morehouse Road Easton, CT 06612 203 459 9689	School Based OT services 24 hours/week	2012 - present	Ongoing
Redding Public schools	Tracy Edwards Director of Special Services 654 Morehouse Road Easton, CT 06612 203 459 9689	School Based OT services 21 hours/week	2015 - present	Ongoing
Institute of Professional Practice Stratford	Dr. Charles Newfield Director of Behavioral Services 55 Fotch Street Stratford, CT 06615	School Based OT and PT services,	2014 - present	Ongoing

	203-385-5729	students 3-21 years		
PMT recertification	Amy Burton Brain Gym Instructor 14 Westport Avenue Norwalk, CT 06851 203-845-8000	Trained as PMT coach to recertify CHS staff	2014-present	Ongoing
Brain Gym	Amy Burton Brain Gym Instructor 14 Westport Avenue Norwalk, CT 06851 203-845-8000	Brain gym certified	2015-present	Ongoing
Shelton Public School	Elizabeth Hannaway Assistant Director of Special Education 54 Hill Street, Shelton, CT 06484 203-942-1023	School Based ABA, students 3- 21 years	2017-present	Ongoing
The Speech Academy	Toni Giannone Director 203-220-9595	School Based ABA, students 3- 21 years	2018-present	Ongoing

Personnel Listing

<u>Supervisory</u>	<u>BCBA</u>	<u>RBT</u>
Joanne Drouillard, OTR/L	Rebecca Ripley, BCBA	Lauren Malinowski, RBT
Kathleen Lavallee, MPT	Vanessa Aurtilia-Stultz, BCBA	Laura Shaughnessy, RBT
Tiva Pierce BCBA, LBA	Margaret Fitch, BCBA	

Conflict of Interest

CSBT is unaware of any current or potential future conflicts of interest in relation to RFP 6103



Statement of Qualifications and Work Plan

Statement of Qualifications and Work Plan

Qualifications in relation to the delivery of School Based services

As an experienced provider of educationally related therapy services to students ages 3-21, CSBT has developed and designed an Applied Behavioral Analysis (ABA) program to promote best practice within the field. CSBT's ABA services operate under the founding principal that by partnering with teachers within the classroom we are best able to use our experience and expertise to help limit disruptive behaviors and create opportunities for growth and success. Each of our Board-Certified Behavior Analysts (BCBAs) and Registered Behavior Technicians (RBTs) receives targeted training and ongoing support to guarantee the highest quality school-based services. These services provided to each school system vary according to the needs of the students served, and the goals and objectives of each school system.

Contract History

Name:	Contact	Nature of services	Dates	Completed
Norwalk Public Schools	Joe Russo Stacy Heiligenthaler Assistant Director(s) of Specialized Learning and Student Services 125 East Avenue Norwalk, CT 06852 203 854 4133	School Based OT, PT, and ABA services, students 3- 21 years	1997 to present	Ongoing
Monroe Public schools	Kay Moser Director Special Education 375 Monroe Turnpike Monroe, CT 06468 203 452 2860	School Based OT, PT, and ABA services, students 3- 21 years	2002 to present	Ongoing
Shelton Public School	Elizabeth Hannaway Assistant Director of Special Education 54 Hill Street, Shelton, CT 06484 203-942-1023	School Based ABA, students 3- 21 years	2017- present	Ongoing
The Speech Academy	Toni Giannone Director 203-220-9595	School Based ABA, students 3- 21 years	2018- present	Ongoing

Work Plan

CSBT's current ABA service delivery staffing consists of 4 BCBA's and 2 RBTs. CSBT currently holds several school contracts within Connecticut. CSBT understands that the numbers of students and required ABA services hours and locations may change over the course of a contract. Our current staffing capabilities allow us to meet and provide flexible and quality service for districts ever changing needs. We are able to recruit and hire within short time periods due to our vast professional network coupled with our access both internal and external recruiters.

CSBT is currently providing ABA services in the following locations:

Norwalk Public Schools

Shelton Public Schools

Monroe Public Schools

Speech Academy

CSBT has created a tried and true model for the delivery of ABA services within the educational environment. The scope of these services offered is inclusive of IEP related service, 504 services as well as SRBI initiatives. With a plethora of working experience, CSBT offers the following **DIRECT ABA** student driven services:

1. CSBT will provide the services of a quality Registered Behavior Technician(s) and (if required) a Board-Certified Behavior Analyst specifically for ABA and BCBA services.
2. CSBT will provide supervisory and management level staff to coordinate services with school administration, and oversee the program and services delivered by CSBT personnel.
3. ABA and BCBA services will be provided in accordance with all federal, state and local regulations which impact service delivery of therapies within a public-school setting.
4. CSBT staff will be responsible for the following duties:
 - a. Creation and implementation of research and evidence-based ABA services which can be easily replicated in a variety setting within a public-school system.
 - b. Provide pre-referral intervention services to support student and educators, when a student has been identified as having special learning needs.
 - c. Screen students for referral to ABA or BCBA therapy.
 - d. Perform educationally designed evaluations or specialized evaluations as appropriate. Including but not limited to administration the VB-MAPP and/or ABLLS and when required, creation of Functional Behavior Plans (FBA)
 - e. Provide evidence-based interventions for each student, employing a continuum of service delivery models, appropriate to school-based practice. Service intervention includes, but is not limited to, discrete trail training, natural environment training activities, small group or social group, behavioral modification, functional communication training and positive reinforcement.
 - f. Develop behavioral supports for students and teachers both in the self-contained classroom as well as mainstream general education environments.
 - g. Demonstrate and explain appropriate de-escalation strategies as needed

- h. Develop evidence-based intervention plans in collaboration with the Planning and Placement Team.
- i. Participate in IEP meetings, and other meetings as required.
- j. Create meaningful data tracking systems to both monitor success and influence future behavior planning.
- k. Complete all student specific documentation in a timely basis including evaluations, progress reports, discharge summaries, statistical reports (all as required by the district).
- l. Prepare materials to be used in direct intervention, classroom programs or home use.
- m. Prepare requisition forms for any materials, supplies or equipment.

CSBT understands the importance behind the indirect services required within the educational environment. With years of expertise and experience, CSBT offers the following **INDIRECT ABA student driven services.**

- 1. Complete all required documentation in a timely basis. Documentation shall include but not be limited to: observations and evaluations; required IEP participation; progress notes; discontinuation summaries; individualized programs for classroom or home use; and all other documentation required by the school system. Documentation/billing as required by district.
- 2. Attendance, scheduling and caseload management through district identified program identified program.
- 3. Maintain efficient and accurate data-collection systems as needed for individual students, in order to monitor progress.
- 4. Prepare for and participate in all meetings (PPT's, family meetings, educational team meetings).
- 5. Prepare materials for use in direct intervention and consultation for use by classroom teachers. This includes assessment for and implementation of BIP (Behavioral Intervention Plan), collaborative strategies, and activity programs as needed by students in the classroom.
- 6. Provide ongoing evidence-based consultation and collaboration to teachers and classroom staff within both self-contained and mainstream environments. Topics to be covered include but are not limited to: managing aggressive behavior, creating a rewards system and interventions for physical altercations.
- 7. Provide collaborative opportunities and establish meaningful communication systems to engage families and provide useful strategies inclusive of home, school and community environments. In order to facilitate this, CSBT offers remote parent training to increase access, carryover and overall success.
- 8. Prepare requisition forms for any materials or equipment needed by students receiving services.

CSBT has created a multi-tiered managerial structure which supports and offers the following **MANAGEMENT/BILLING** Infrastructure for its ABA services:

1. It shall be the responsibility of CSBT management to perform the following activities:
 - a. Recruit, hire and assign therapists who are qualified and specifically trained to meet the individual and unique needs of the student population; and matched to teacher need for specific and unique knowledge.
 - b. Provide continuing education and onsite training and supervision to therapists assigned to.
 - c. Supervise each therapist and monitor school-based practice competencies.
 - d. Notify school administration of any CSBT staff resignations or transfer requests.
 - e. Monitor productivity and efficiency of therapists.
 - f. Provide any statistical and narrative reports on services as requested by.
 - g. Provide orientation and service delivery support to CSBT staff.
 - h. Meet periodically with school administration to discuss issues and concerns, evaluate the program and implement any necessary changes as requests
2. CSBT will provide a verification of credentials on its individual staff members including licenses, evidence of physical exams, finger-printing, freedom from communicable disease, and competency testing results, on request of school administration.
3. CSBT will provide and maintain PMT, CPR, first aide, and automated external defibrillator certifications.
4. CSBT will provide a certificate of professional liability, general liability and malpractice insurance in the minimum amount of \$1,000,000/\$3,000,000 and any umbrella coverage or additional insurance beyond the stated minimum amount.
5. CSBT will provide a detailed invoice to within 10 business days of the close of the month. CSBT agrees to maintain its fee schedule for the term of this agreement. Agrees to pay the invoice upon receipt of the invoice. If fails to pay an invoice when due, CSBT shall give an opportunity to cure said non-payment within 30 days. If fails to cure its non-payment and pay all outstanding amounts within the time provided, an interest charge of 1.5% per month shall be added to any unpaid balance, and the non-payment shall be grounds for termination of the agreement, as set forth below.
6. CSBT agrees to remove any of its individual staff members from assignment to upon request of administration; after it has been determined that performance does not meet the expectation of school authorities.
7. CSBT shall indemnify and hold harmless the, its officials and school administration and personnel, its officers and agents from and against any and all claims, damages, losses, liabilities, costs or expenses (including attorneys' fees) arising out

of acts or omissions by CSBT officers, directors or employees occurring during the term of this agreement.

8. Agrees to indemnify and hold harmless CSBT, its officers, directors, employees and affiliates for any and all claims, damages, losses, liabilities, costs or expenses (including attorneys' fees) arising out of acts or omissions by officers, administrators or employees occurring during the term of this agreement.
9. CSBT takes full responsibility for the salary, wages and benefits paid to its employees and for providing Workers Compensation coverage, and for payment of all federal and state payroll tax withholdings.
10. Pursuant to "The Behavior Analyst Certification Board's (BACB's) professional and ethical compliance code for Behavior Analysts (the "Code") consolidates, updates, and replaces the BACB's Professional Disciplinary and Ethical Standards and Guidelines for Responsible Conduct for Behavior Analyst. The code includes 10 sections relevant to professional and ethical behavior of behavior analysts, along with a glossary of terms. Effective January 1, 2016, all BACB applicants, certificates and registrants are required to adhere to the code.
11. CSBT agrees to hold confidential all matters relating to service delivery and financial remuneration to the district of. Similarly, will hold confidential all matters relating to business with CSBT, service delivery, financial remuneration and employee contact information on behalf of CSBT.

Services Expected of the City

CSBT will require the following of Waterbury Public Schools in order to ensure the highest quality collaborative services:

- Up to date service information per discipline, and per building to allow for efficient scheduling and staffing
- Identified Administrative contacts (School Based as well as Finance)
- Monthly meetings to ensure quality service and program planning
- Required Billing formats and Parameters
- Access and training in all current web-based programs
- Clearly defined referral procedures
- Adequate work space and computer access




Cost Schedule

Cost Schedule

SEE SEALED ENVELOPE



Information Regarding Failure to Complete Work, Default and Litigation




Information Regarding Failure to Complete Work, Default and Litigation

- A. Constellation School Based Therapy has a 20 plus year track record of success. In that time CSBT has never failed to complete any work awarded to us.
- B. CSBT has never defaulted on any contract, and in most cases has maintained long standing relationships working relationships with many of the districts we serve.
- C. Our commitment to best practice coupled with our working knowledge of all federal and state regulations has left us free from litigation or legal action to present date.
- D. More specifically, CSBT has never been named in a lawsuit related to errors or omissions.
- E. CSBT has maintained successful relationships with all of our contracted partners and has never had a contract or official arrangement terminated or cancelled.
- F. CSBT has never filed for bankruptcy, and in contrast processes an overwhelming commitment to sound fiscal practice.
- G. CSBT has on one occasion exceeded the hours originally outlined in a contract. However, these additional hours were provided at the district's request. These surplus hours were to support new programs created outside of the original RFP.
- H. CSBT has no other factors or information to disclose to the City of Waterbury which would affect our firm's ability to provide the services being sought after.



Exemptions and Alternatives



Exemptions and Alternatives

CSBT would like to request an exemption to Section H, statement 2, section b - the three (3) years of relevant experience requirement.

CSBT as an organization has 25 plus years of relevant school related experience in the related service fields of physical and occupational therapy. The ABA service division of our company was added in 2017. Despite the newness of this division, our team of skilled ABA clinicians collectively have over 30 years of relevant work experience to offer. Although we do not meet the 3-year requirement, CSBT is confident that we can provide the skilled and integrated ABA services that the City of Waterbury requires.



Additional Data

Tiva P., M.ED., BCBA

- Education:** BA in speech language pathology and psychology, 2008-2013
Hofstra University, Hempstead, NY
- M.ed Applied Behavior Analysis, 2014-2016
Arizona State University
- Matriculated PhD, Applied Behavior Analysis, 2016-present
The Chicago School of Professional Psychology
- B.A. in Psychology, May 2012
University of Connecticut - Storrs, CT
- Experience:** April 2017 – Present
Constellation Health Services, Norwalk, CT
Manager/BCBA
- Consult with various public schools
 - Conduct Functional Behavior Assessments and create Behavior Intervention Plans
 - Train and supervise paraprofessionals
 - Provide trainings during professional development days
 - Collect data and create graphs illustrating academic and behaviors progress
 - Monitor, evaluate and analyze behavior change progress
 - Assist in hiring new staff
- May 2015 – March 2017
ZABA Therapy, Hamden, CT
Behavior Specialist/BCBA
- Direct instruction 2-12 yr. old children home based implementing daily living skills to increase independence
 - Utilize functional communication training, replacement behavior used for aggression and self-injurious behavior, DTT, self-help skills, backward and forward chaining, DRO, NCR, DRL, DRH, DRA, DRI, token economies.
- Research:** -Pierce. T (2017), The effect of remote parent training on positive reinforcement for parents with children with autism spectrum disorder
-Pierce. T (present) Preferences for and Reinforcing Efficacy of Attention Types Across Researchers.
- Conferences:** Posters: ABAI 2018, The effect of remote parent training on positive reinforcement for parents with children with autism spectrum disorder

Board Certified Behavior Analyst (BCBA®) - BCBA # 1-17-25522

ARGARET F., M.S., BCBA

Education:

Saint Joseph's University, Philadelphia, PA 2011-2013

Master's Degree in Criminal Justice with a certificate in Behavior Analysis.

Fairfield University, Fairfield, CT 2008-2011

Bachelor of Arts, Psychology
Matriculated four-year program in three years through rigorous curriculum schedule.

B.A. in Psychology May, 2012
University of Connecticut - Storrs, CT

Experience:

August 2017 – Present

Constellation Health Services, Norwalk, CT

Assistant Program Manager/BCBA

- Consult with various public schools
- Conduct Functional Behavior Assessments and create Behavior Intervention Plans
- Train and supervise paraprofessionals
- Provide trainings during professional development days
- Collect data and create graphs illustrating academic and behaviors progress
- Monitor, evaluate and analyze behavior change progress
- Assist in hiring new staff

January 2015 – September 2017

Giant Steps, Southport, CT

Behavior Specialist/BCBA

- Conduct functional behavior assessments.
- Design and implement behavior intervention plans.
- Monitor, evaluate, and analyze behavior change progress.
- Train and supervise staff members on implementing behavior intervention plans.
- Create graphs illustrating behavioral changes and progress.
- Prepare reports for Planning and Placement Team meetings.
- Teach therapeutic horseback riding lessons at Fairfield County Hunt Club.
- Work with a multi-disciplinary team to create preventative strategies.

July 2016 – Present

Bay Path University, Longmeadow, MA

ABA Supervisor (Part-time)

- Supervise fieldwork undertaken by students currently enrolled at Bay Path for their experience hours.
- Provide feedback for assignments, behavioral programming and data collection.
- Conduct bi-weekly meetings with assigned students.
- Directly observe each student, either in-person or via video, during each supervision period.

November 2013 – Present

Creative Interventions, LLC, East Granby, CT

BCBA Consultant (November 2014 to Present)

Lead Therapist February 2014 – November 2014)

ABA Therapist (November 2013 – February 2014)

- Deliver in-home ABA therapy to children with autism from two to fourteen years old.
- Conduct functional behavior assessments.
- Design and implement behavior intervention plans and skill acquisition plans.
- Monitor, evaluate, and analyze data.
- Carry out VBMAP assessments and preparing goals based on VBMAP data.
- Assist behavior therapists in correct application of behavior principles and procedures.
- Compose progress reports to be submitted to insurance companies and prepare treatment plans.
- Conduct trainings for parents in program implementation, monitoring behavior change progress and in skill acquisition techniques.
- Organize and supervise social groups for clients to promote social interaction.

July 2012 – November 2013

Area Cooperative Education Services,

Village School, North Haven, CT

ABA Trainer

- Worked one-on-one with students with autism ages 5 to 12 implementing ABA therapy in a classroom setting.
- Executed discrete trial instruction daily in early intensive behavioral intervention program.
- Graphed educational program data daily.

RELATED EXPERIENCE

ANIMAL ASSISTED THERAPY SERVICES, Woodbridge, CT

8/12 –

1/13

Teaching therapeutic horseback riding lessons for children with developmental and physical disabilities.

ATLANTIC RIDING CENTER FOR HEALTH, Egg Harbor Township, NJ

2/12 -

6/12

Assist in therapeutic riding lessons for children with behavioral and developmental disabilities.

ACTION FOR BRIDGEPORT COM. DEVELOPMENT (ABCD), Bridgeport, CT 2/11-5/11

Social Work Internship assisting children with behavioral problems work on positive skills for life, self-control and social development.

ACTIVITIES/INTERESTS

*Certified Therapeutic Riding Instructor through PATH Intl. 2012 - *Present*.

* President and organizer of *Pen Pals Club* through which Fairfield University students reached out to third graders from Bridgeport inner-city school through weekly letter writing. 2008-2011.

*Raised donations and distributed food and clothing for Bridgeport Rescue Mission. 2008-2011.

*Chair of the Fairfield University charity Midnight Run event for 2009-2010 and Committee member Midnight Run, *April 2009*.

* Member of Fairfield University Equestrian team. 2008-2010.

Board Certified Behavior Analyst (BCBA®)

BCBA # 1-14-9665

Vanessa S., BCBA LPC

Education:

Manhattanville College, Purchase NY

Board Certified Behavior Analyst Post Master's Program August

2014

Iona College, New Rochelle, NY

MA Mental Health Counseling May 2010

Manhattanville College, Purchase NY

Bachelor of Arts Psychology May 2006

Experience:

January 2018 – Present

Constellation Health Services, Norwalk, CT

BCBA

- Accurately observe and record client behaviors through several forms of data collection (i.e. partial interval, whole interval, antecedent-behavior-consequence, and daily data)
- Assist the BCBA in developing operationally defined target behaviors, goals, and objectives in accordance with each client's IEP
- Proficient in Rethink digital data collection system
- Ability to understand and implement a high level of behaviorally significant terms, language, and procedures
- Communicate effectively and confidentially with parents, supervisors, teachers, and other members of the client's team as necessary

2017 – Present

Theracare, Fairfield County, CT

BCBA, ABA Provider Services 2017-Present

- Conduct and document assessments for children, aged 3-18 years old, diagnosed with Autism Spectrum Disorders according to policy and procedure
- Determine frequency and direction of services for children
- Develop treatment plans including Behavior Intervention Plans for child based on the assessments conducted and clinical observations
- Analyze data to ensure plan is appropriate for child; make changes to plans as necessary
- Develop transition plans as required
- Provide direct services per mandate
- Provide family training
- Coordinate with other care providers (outside services, outside medical professionals, etc.)

- Train ABA Therapist on program Policies and Procedures
- Support ABA Therapist in implementation of Applied Behavior Analysis principles, procedures, and implementation
- Supervise ABA Therapist on cases as mandated by treatment plan
- Follow all policies and procedures as indicated

2014 – Present

Lead Early Intervention Specialist / Service Coordinator

- Responsible for writing programs and lessons which encompass IFSP and IEP goals using observations and tools such as the VB-MAPP
- Supervise and support teachers in implementing ABA techniques to address goals and behaviors
- Analyze data and adjust programs accordingly
- Coordinate interdisciplinary team and facilitate communication between providers
- Ensure clinicians and teachers are aware of IFSP/IEP goal
- Communicate and collaborate with families
- Implement family coaching model
- Attend meetings with LEA as necessary
- Provide supervision to clinicians regarding following established rules and procedures to ensure IFSP/IEP goals are met and services are delivered in accordance with individualized plans
- Utilize performance evaluation tools
- Facilitate team meetings
- Assist with the recruitment of Teachers/Clinicians through community and school contracts
- Inform Supervisor of any clinical or administrative performance issues
- Attend meetings related to functions and participate in projects as required
- Conduct eligibility evaluations using the Battelle Developmental Inventory and the DECA

2013-2014

Stamford Jewish Community Center, Stamford CT

Director, JumpStart Program

- Create and implement behavior and intervention plans for children
- Provide staff with support and guidance on how to interact with children while addressing specific goals, behaviors, and sensory needs
- Track behaviors and record progress
- Coordinate and conduct meetings with prospective families
- Manage and audit all enrollment paperwork, assist in monitoring enrollment fees and monthly family dues
- Coordinate and schedule staff development opportunities with outside therapists
- Provide families with additional community resources as needed and act as support for families while they

navigate and explore therapeutic options for their children

- Generate staff schedules and audit staff time sheets
- Assist with organization of quarterly family events such as Field Day, Mother's Tea, and the Fall Festival
- Participate in all meetings with the local school district and assist in developing
- IEP goals while giving input on appropriate supplemental services
- Contribute in meetings with early intervention teams to share strategies and discuss next steps to ensure consistency amongst team members
- Facilitate the flow of the day to day classroom activities

2011-2014

Theracare, Fairfield County, CT

Early Intervention Specialist/ Service Coordinator

- Conduct evaluations and assessments to determine eligibility for birth to three services
- Provide families with a thorough understanding of their rights as well as what birth to three services consist of and regularly review guidelines as well as discuss family expectations and goals
- Continue to meet and fulfill all responsibilities previously held as Early Intervention Associate
- Develop and implement behavior management programs

2009-2011

Early Intervention Associate/Service Coordinator

- Plan and implement delivery of early intervention services to children on designated caseload, including screening, assessment, intervention planning, implementation of intervention (typically applied behavior analysis), implementation of related therapy goals and objectives and transition planning
- Data collection primarily through discrete trials or probe collection
- Collaborate with the family and a multi-disciplinary team to develop goals and outcomes for children referred to program
- Deliver services in the child's most natural environment
- Educate family members and caregivers on different intervention strategies to facilitate active involvement and carry-over at community settings
- Maintain proper documentation to comply with state regulations
- Coordinate and participate in PPT and Transition meetings with school districts
- Assist in development of IEP's

2007-2008

Accountants Incorporated, Stamford CT

Office Coordinator

- Provide client reception, answer and direct phone calls and schedule appointments

- Review resumes, verify credentials, conduct references at accounting recruiting firm
- Provide general office support

Training:

BCBA Supervision training- 8hrs 5/2017
Deveraux Early Childhood Assessment Training 11/2014
NY State: Identification and Reporting of Child Abuse and Maltreatment 05/2010

Training Program:

Helping Children with Loss and Grief 09/2008

Volunteering:
2008

Den for Grieving Children, Family Centers-Greenwich CT 2007-

Lauren Marie M.

Education: Master of Arts in Teaching, May 2016
Initial Teacher Certification
Sacred Heart University, Fairfield, CT

Bachelors of Science, May 2005
International Business
Fashion Institute of Technology, New York, NY

Skills: I have over eight years of experience working directly with children and adolescents with behavioral challenges, in the home, school, and clinic, to decrease problematic behaviors. My expertise is in teaching clients anger management techniques, relaxation skills, emotional coping skills, and functional living skills.

Experience: October 2017 – Present
Constellation Health Services
Behavioral Technician (RBT)

- Accurately observe and record client behaviors through several forms of data collection (i.e. partial interval, whole interval, antecedent-behavior-consequence, and daily data)
- Assist the BCBA in developing operationally defined target behaviors, goals, and objectives in accordance with each client's IEP
- Proficient in Rethink digital data collection system
- Ability to understand and implement a high level of behaviorally significant terms, language, and procedures
- Communicate effectively and confidentially with parents, supervisors, teachers, and other members of the client's team as necessary

February 2016 – Present
Connec-to-Talk, Wilton, CT
Behavioral Therapist

- Provide therapy treatment for individuals in school, home, and clinic settings using applied behavioral analysis techniques.
- Collected and analyzed data on client's progress.
- Collaborate with treatment team and clients' parents to assess client needs and determine obstacles to programming success.

August 2016 – Present
Samuel Staples Elementary School, Easton, CT

ABA Behavioral Therapist - BASES Program

- Collaborate with the school based team to assess client needs and determine obstacles to programming success.
- Record novel behaviors, maintain accurate behavior and program data, and complete daily insurance paperwork.
- Designed individualized behavioral interventions to prevent problems and promote positive behaviors.

August 2008 – June 2016

Norwalk Board of Education, Norwalk, CT

ABA Behavioral Therapist

- Special Education/ Alternative Classroom Setting
- Responsible for implementing behavior support plans to students with different severities of behavioral challenges.
- Collaborating with the team to define appropriate activities in relation to curriculum.
- Developing and adapting conventional teaching methods to individual needs, and creating a safe, stimulating, and supportive learning environment.

Laura S., RBT

- Objective:** Helping people find what it is they are looking for is my passion. Presenting the most appropriate decision after having conducted research to establish a client-specific result is a very rewarding and fun process.
- Education:** B.A. in Psychology May, 2012
University of Connecticut - Storrs, CT
- Skills:** Limited sign language, patience, the ability to function in a rapidly changing and fast-paced environment, responding to emergency situations quickly and effectively, scheduling, organization, punctuality, and an upbeat and positive demeanor.
- Experience:** October 2017 – Present
Constellation Health Services
Behavioral Technician (RBT)
- Accurately observe and record client behaviors through several forms of data collection (i.e. partial interval, whole interval, antecedent-behavior-consequence, and daily data)
 - Assist the BCBA in developing operationally defined target behaviors, goals, and objectives in accordance with each client's IEP
 - Proficient in Rethink digital data collection system
 - Ability to understand and implement a high level of behaviorally significant terms, language, and procedures
 - Communicate effectively and confidentially with parents, supervisors, teachers, and other members of the client's team as necessary
- April 2016 – October 2017
The Institute of Professional Practice, Meriden, CT
Applied Behavior Analysis (ABA) Therapist
- Implement and follow through with written behavior plans specific to each child
 - Assist the BCBA with any updates or changes regarding each behavior plan and/or IEP goal
 - Responsible for the graphing and organization of primary students' progress and creating the materials needed to meet IEP goals.
- April 2014 – April 2016
Area Cooperative Educational Services, Northford, CT
Applied Behavior Analysis (ABA) Therapist
- Follow through with written behavior plans
 - Complete all paperwork within a time-specific deadline

- Communicate with BCBA on a daily basis to ensure programs are being carried out appropriately



Student Name: DOB: AGE:
Grade: Teacher:
School:
Date of Report:
Evaluator/Prepared by:

Functional Assessment Report

SOURCE OF INFORMATION

Direct Observation
Antecedent, Behavior, Consequence Data
Frequency/Duration Data
Indirect Assessments:
Motivational Assessment Scale (MAS)
Record Review
Staff Interview-
Parent Interview-

REASON FOR REFERRAL

A Functional Behavior Assessment (FBA) was recommended to address Student's challenging behaviors within the school. The challenging behaviors identified in the referral include off-task behavior and behavioral episodes. The referral requested recommendations with behavior strategies to address Student's maladaptive behaviors based on the difficulties that the behaviors present for Student and his educational team.

BACKGROUND INFORMATION

Student is an 8-year-old male who is currently attending 3rd grade at XXXXXX Elementary School in XXXXXX, CT. Student currently has a 504 however the team recently decided to conduct a referral for special education services. Student is currently diagnosed with ADHD. Student is in his general education classroom with Mrs. XXXXX during the school day and is not currently assigned a paraprofessional.

STUDENT'S STRENGTHS

Student is a very polite and caring young man who is well liked in his grade, he has many friends within his classroom. Student is very athletic and can often be seen playing a sport at recess.

Definition of Challenging Behaviors

Off-Task: When Student engages in any of the following behaviors for longer than 1 minute: not actively engaged in the teacher led activity, (actively or passively) refuses to comply with a work demand, leaves his desk during instructional times, or plays with toys. Breaks are not included in this duration.

Example: The teacher is reviewing a lesson on division and Student is playing with wrestling figures at his desk.

Example: The class is playing a math game, Student loses and falls to the floor. After being directed to return to his seat he runs around the classroom ignoring repeated directions to sit down.

Non-Example: Student gets up to sharpen a pencil.

Indirect Assessment Results

The Behavior Motivation Scale (MAS) was completed by Student's teacher, school counselor, and the buildings permanent sub. Information from these tools was used as a basis for identifying possible functions of Student's challenging behaviors within the school setting. MAS questionnaires were completed in regards to Student's off-task behavior.

Information gathered from the MAS suggests that the primary function of Student's off-task behavior, within the school setting may be attempts to escape demands, and a second function to gain access to preferred items.

Interview Summary

An interview was done with staff who work with Student regarding his off-task behavior. When asked to describe his off-task behavior they stated that its avoidance from work, that it can be as subtle as sitting at his desk looking at the page but not completing the work or as explicit as telling you that he is leaving. On occasion Student has turned his back to staff who were talking to him or has told them "no". Student has also rushed to complete work in "2 seconds" just to get it done but none of the work was correct. Student has also stated to staff that he is just going to run around the room instead of completing work.

When asked when the behavior is most likely to occur the staff stated that typically the first hour of the day is the best time for him to complete his work and typically after that he is off-task. When asked if the behavior occurs around any particular activity they stated it doesn't matter what activity, it can happen during any of them. They stated that Student typically participates in gross motor activities or oral responses to questions when he already knows the answers. Also that he typically doesn't look at the smart board when it is on.

When asked how they typically respond to his off-task behavior the staff stated that they generally redirect him however if he refuses they generally won't push him. Sometimes he is given choices, which will occasionally work. Staff were asked what they do to calm him down if he becomes escalated, they stated that they usually end up leaving him alone if he is escalated because they haven't been able to verbally de-escalate him. They often try to get him to leave the room however sometimes he won't leave the room.

I interviewed Student in the school counselor's office, which he has been in frequently to make him more comfortable. I asked him what is difficult in school and he replied that multiplication and division is hard for him and that he started learning about it last year but this year it is difficult. When asked what else is difficult for him he stated that spelling tests are hard. When asked why he goes to Mrs. C's room instead of staying in the classroom he replied that its because he gets extra help and sometimes he needs it but he doesn't need extra help if he is doing a game in class.

When asked how he felt about taking the math tests online he stated that they are easy because its not like paper tests where you can make mistakes, on the computer you can't make mistakes. He also stated that the questions are easy. When asked what the hardest subject in class is he stated that writing is hard because he doesn't know many ideas to write about, that he has bad ideas and that sometimes he can't figure out what to write. Student was also asked if it's hard to stay in his seat and he replied, "yes, because I don't have my toys". He indicated that he feels like he needs to move when he's in his seat and that often he will take a break and go for a walk when he feels that way.

Direct Observation Results

Multiple direct observations were done following his PPT. During the first observation Student was with the reading specialist and was participating in a reading group. At the beginning of reading he was asked where his glasses were, he needed to run back to the classroom and grab them. When he returned he was instructed to read a book independently. Student quietly sat in his reading spot and opened the book. He did not read the book but instead was picking at the skin around his fingers and looking out the window at the students playing outside at recess. After a few minutes he closed the book although he hadn't turned the pages and put it away. Shortly after he closed the book the teacher called him to the table for a discussion with the other students. Student actively participated but frequently called out of turn and needed to be reminded to raise his hand. At the end of reading he followed directions to pack up and return to class.

When Student returned to his classroom the students were split into 3 different groups and were working on reading a short passage and answering questions. Student was invited to sit with the group his teacher was running but asked if he could go to Mrs. C's to complete the worksheet. Student went to her room and worked one on one with Mrs. C. Student completed the worksheet with Mrs. C and then returned back to the classroom. The teacher instructed students to pack up and return to their desks. Student packed up and returned to desk and waited quietly for the next direction. The teacher then passed out laptops for the students to take an online math check. Student took the online math check and completed it in only 8 minutes when all the other students took at least 16 minutes to complete. When completing it he answered the first question correctly but after the first question he just pressed random numbers for answers without reading the questions. After he finished he was instructed to go on IXL (math website) however he asked to go to Mrs. C's room, but she was not in there so he came back. Then he asked if he could check for her in the office. Score from math check broken up into the sections that were covered-

- Number and Operations in Base Ten= 5%
- Number and Operations- Fractions= 3%
- Operations and Algebraic Thinking= 10%
- Measurement and Data= 10%

On January 26th Student was observed in the classroom. He had asked to move his seat and sit with another student for an assignment. The students were instructed to discuss their answers together however Student was in constant motion, standing up and sitting down, leaning on the desk, and playing with a pair of scissors. The teacher asked Student to put away the scissors, he then ran with them shaking his body as he ran and was asked to stop. He continued to run until he reached the desk where he needed to return the scissors to. After he returned to the desk and the class was instructed to read, he opened a book and was sitting quietly. He randomly yelled, "Blast off" and continued to talk out loud instead of reading. The teacher asked him to be quiet and to continue reading.

On January 31st Student was observed in the classroom where he was taking a Math test that he had missed. I observed him answering the questions, he would answer the easier questions (e.g. $6 - \underline{\quad} = 3$, which shape is a triangle?), however if the question was longer such as word math problem he would select a random answer out of the choices given. Student finished the test in 4 minutes and then returned to his desk, the class was reviewing work that was completed in the math workbook. He took out wrestling action figures and a rubiks cube. The teacher came over and took out his book for him and opened it to the correct page so he could follow along and asked him to put away his toys, Student continued to play with his action figures. After the lesson was over she came around to check the answers that the students had on their sheets, she ripped out Students and put it in his folder to be completed later because he hadn't filled it out, she also asked him to put away his toys and asked him where his glasses were. The teacher then instructed everyone to sit on the floor, Student then requested to go see Mrs. xxxx. While with Mrs. xxx he completed some of the math work he had missed.

To summarize all observations Student was observed to be off-task during the majority of academic times, sometimes in very subtle ways but sometimes it was more obvious when he was playing with toys on his desk or leaving the room. Student appeared very fidgety when in his seat, he constantly moved around his seat positioning his body in different directions, putting his feet on his seat, and getting up from his seat even for a few seconds. Student was very successful during instances where he worked one on one with a teacher and when he attended a special but was not successful when he took tests on the computer or was expected to work independently.

Off-Task

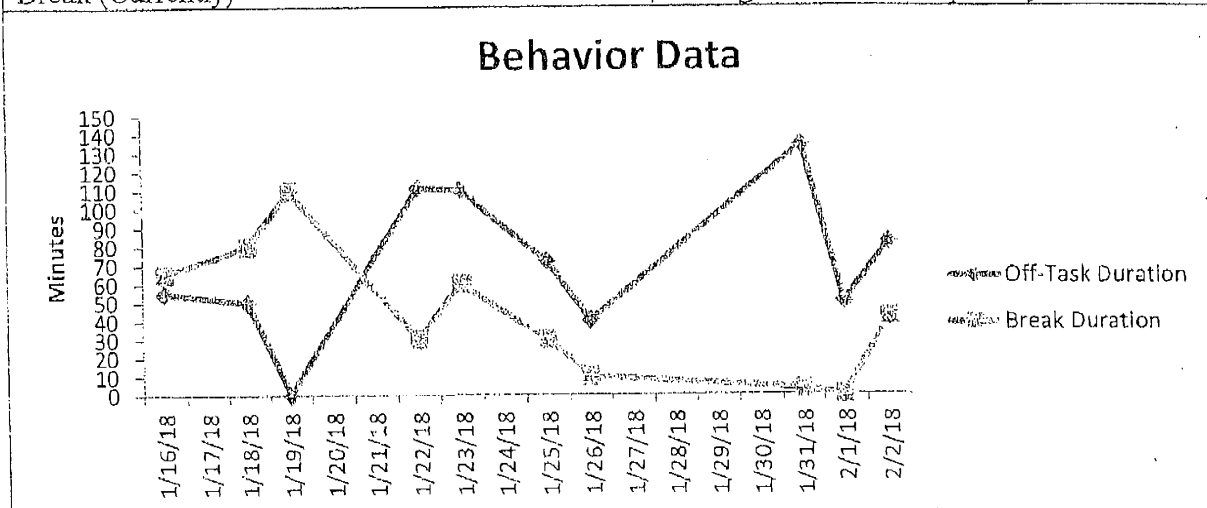
First Function: It is hypothesized that Student's off-task behavior may also be maintained by **Escape from Demands**. Student's off-task behaviors may be an attempt to escape from doing his work or other demands that are placed on him.

Second Function- It is hypothesized that Student's off-task behavior may be maintained by **Access to Tangible**. Student's off-task behavior may be an attempt to gain access to a specific item or edible.

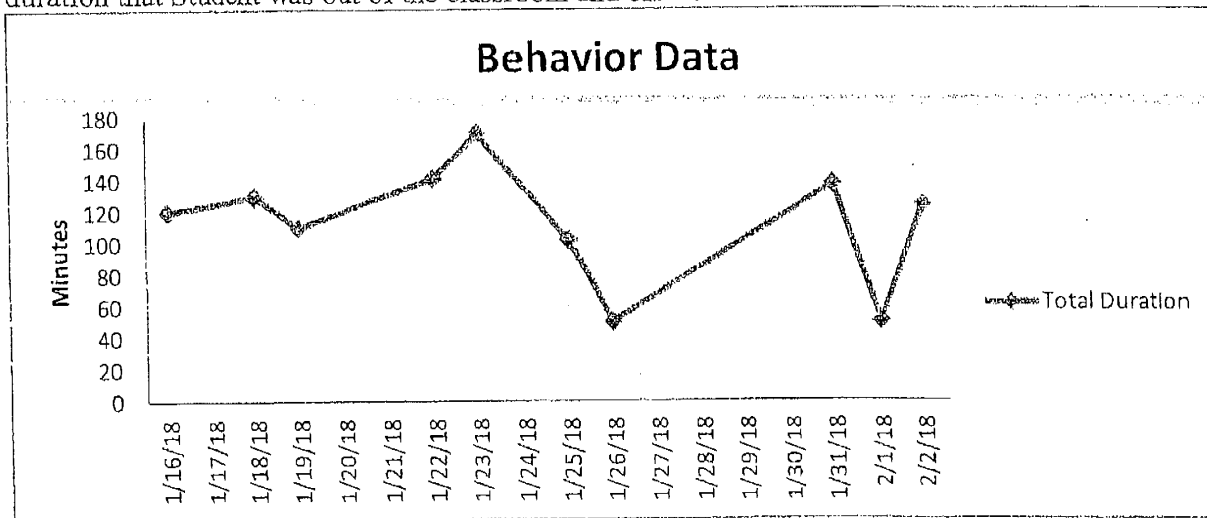
Duration Data: Duration data was collected by the buildings permanent sub and the Behavior Analyst to record the duration of his off-task behavior from January 16th to February 2nd. The behavior occurred each day except for one day that he was pulled by the

Special Education teacher numerous times to complete testing. Duration data is represented from what was reported during the assessment in the table below:

Behavior	Duration
Off-Task (Currently)	Average of 70 minutes per day
Break (Currently)	Average of 43 minutes per day



Graph- The above graph shows the duration that Student was off-task and on breaks during the 3 weeks that data was collected. There is only 270-285 minutes of instructional time each day when you remove lunch, recess, snack and specials. Student was only in school 10 out of the 13 days due to being out sick the other 3 days. The graph below shows the total duration that Student was out of the classroom and off task.



FUNCTIONAL ASSESSMENT SUMMARY:

Information gathered from the MAS suggests that the function of Student's off-task behavior may be multiply controlled. The first function may be maintained by escape from demands, with a secondary function maintained by access to tangibles.

Antecedent	Behavior*	Consequence
Presented with Math test on the computer	Pressed random answers quickly on the computer (Finished test in half the time that it took other students to complete it in)	Nothing- ended up going on the internet and leaving the room.
Individually instructed to practice spelling words on a whiteboard	Plays with wrestling figures at his desk	Nothing, continues playing. Teacher is working with other students.

RECOMMENDATIONS:

- ❖ Student can benefit from a formal Behavior Intervention Plan (BIP) that outlines proactive and reactive strategies to address his Off-Task behavior.
- ❖ Reward System: Student can benefit from having a reward system that motivates him to remain on task and increase his work production.
- ❖ Anecdotal data (ABC) should be collected on any new challenging/aberrant behaviors that occur.
- ❖ Duration data should be collected on Student's off-task behavior to drive behavior strategy decisions.



BEHAVIOR INTERVENTION PLAN

Student:

DOB:

Age:

Date Prepared:

Prepared by:

School:

Functional Assessment:

A Functional Behavior Assessment was conducted through direct observation of Student in school. The targeted behavior that was identified according to the teams main concern was off-task. Student engages in off-task behavior (defined below) in order to avoid or escape completing tasks and also to gain access to tangibles/preferred items. The intervention is designed to systematically reinforce Student's appropriate task completion and on-task behavior.

Targeted Behaviors for Decrease:

Off-Task: When Student engages in any of the following behaviors for longer than 1 minute: not actively engaged in the teacher led activity, (actively or passively) refuses to comply with a work demand, leaves his desk during instructional times, or plays with toys. Breaks are not included in this duration.

Behaviors Targeted for Increase:

- 1- On Task Behavior
 - a) Increase work competition
 - b) Increase following directions
- 2- Self-Advocacy
 - a) Increase frequency of Student advocating that something is difficult

Antecedent Strategies:

- *Behavior Contract:* Each day Student will assist in filling out his behavior checklist. The behavior checklist records whether Student followed directions, completed his work, participated in class, and if he respected his teachers. Student earns a check mark if he displayed

the behaviors listed. If he does not then he does not earn a check. Student needs to earn ____ checks in order to have a break with his reinforcers. Student, his teacher and his parents will participate in signing the document each day to acknowledge that they have reviewed the data.

- *Breaks:* Student will request breaks when he feels he needs one. These breaks will be monitored and supervised to ensure that he is not using them to escape work. These breaks are different from earned breaks because he will not have access to reinforcers during this time. Break times should be limited to no more than 10 minutes. His daily sensory breaks are not included in this. Student will be prompted to return to his work after the 10 minutes have elapsed. Breaks will be monitored and decreased over time to increase his work production and time on-task.
- *Use Clear and Direct Language:* When giving directions to Student, avoid using long phrases and repetitive directions. If it is clear that Student understands the expectation, repeat your statement only one time before providing more intensive prompting or changing his location to decrease distractions.
- *Choices:* When possible, provide Student with as many opportunities to express himself and make choices to dictate the direction of the activity or tasks. This can be done by offering two different academic tasks, reinforcers, etc.
- *Require Follow through:* When Student is provided with directions to complete an assignment require him to engage in that activity. Staff may ask Student if he wants to go to a quieter location to complete his work.
- *Consistency:* All adults working with Student should follow antecedent and consequential strategies. Consistency will result in faster behavior change.
- *Free Time:* Student will have the opportunity during the day to earn free time where he can pick a preferred activity. Student will have a break for 10 minutes once he has met the predetermined criteria to earn the break. His break may include listening to music, extra gym time, playing with toys, etc. The frequency of his breaks will be decreased over time.

Replacement Behavior:

- *Requesting Break:* When Student is completing difficult work or becomes frustrated he will request a break.
- *Requesting help:* When Student is having a difficult time with a task instead of engaging in off-task behavior, Student will seek assistance and state, "I don't understand" or "I need help".
- *Identifying appropriate times to be off-task:* Student will be reminded during the day appropriate times that he can have a break or when his free time is to engage in leisure activities.

Consequential Strategies: *If he engages in off-task behavior (escape/attention):*

- *Prompt Task Completion:* Prompt Student to complete his work, this may mean that he is late to his next activity, however he should finish his work before moving on.
- *Change Locations:* Staff may decide to change locations by bringing him to a quieter space to complete his work one on one with an adult.
- *Break:* Before honoring a break, require Student to at least start the activity, staff may lower their expectation on how much of the assignment he completes. Allow Student to take a short break before returning to complete the assignment.

Generalization:

Student's behavior intervention strategies should be incorporated into his general education classroom and into specials.

Data Collection:

- Data will be collected on the duration of Student's off-task behavior and the duration of his breaks.

Ongoing Evaluation: Behavior Intervention Plan's effectiveness will be evaluated on a monthly basis by the team and also by reviewing behavior data.

BCBA Signature _____ Name _____

Date _____



MONROE PUBLIC SCHOOLS
— MONROE, CONNECTICUT —

Kay M. Moser
Director Student Support Services

375 Monroe Turnpike
Monroe, CT 06468
Fax: (203) 452-5818
Tel: (203) 452-2864

March 8, 2018

Re: Letter of Support – Constellation School-Based Therapy, LLC

To whom it may concern:

I am pleased to provide this Letter of Support on behalf of Constellation School-Based Therapy, a division of Constellation Health Services.

In my capacity as Director of Special Education services at the Monroe Public Schools, I have worked closely with Joanne Drouillard, Director of School Based Therapy. Constellation has had a very long and successful history with the Monroe Schools, and meeting the needs of our students and special education teams—they have been the provider of OT, and PT, consistently over the years. We have benefited from their expertise in school-based practice, having had the services of very experienced and knowledgeable staff. This past school year Constellation School Based Therapy has been our provider for ABA services and we have been very happy with the expertise and knowledge of the BCBA assigned to the district. In addition to meeting the IEP mandates, the BCBA has been involved in staff training and ongoing collaboration with team members and families.

Constellation Management and staff have also supported us, as needed, during Professional Development Days, as well as at special education meetings during the school year. Joanne and her team of therapists can be called upon at any time to present valuable specific knowledge on a variety of topics, whether it is to teachers; administrators; or families. Overall as an organization, they are very responsive and work in an effective manner. They demonstrate very high standards of clinical practice, best practices for related services and demonstrate a commitment to innovation. Whether treating preschoolers, elementary, middle or high school students, Constellation's pediatric therapists have been thoroughly trained, supervised and managed. They truly have developed an expertise in school-based therapy, which has greatly supported our students' success in the classroom.

Sincerely,

Kay M. Moser
Director Student Support Services
Monroe Public Schools

Norwalk Public Schools

March 9, 2018

Re: Letter of Support - Constellation School-Based Therapy, LLC

To whom it may concern:

I am pleased to provide this Letter of Support on behalf of Constellation School-Based Therapy, a division of Constellation Health Services.

In my capacity as Assistant Director of Specialized Learning and Student Support services at the Norwalk Public Schools, I have worked closely with Constellation School Based Therapy for many years. Constellation has had a very long relationship with the Norwalk public schools as they have been the provider of Occupational and Physical Therapy consistently over the years. We have benefited from their expertise in school-based practice, having had the services of very experienced and knowledgeable staff. This past school year Constellation School Based Therapy has been providing ABA services to two of our special education programs and we have been very happy with the expertise and knowledge of the BCBA and ABA therapists assigned to the district. In addition to meeting the IEP mandates, the BCBA has been involved in staff training and ongoing collaboration with team members and families.

Constellation Management and staff have also supported us, as needed, during Professional Development Days, as well as providing coverage when needed. Tiva Pierce and her team of ABA therapists can be called upon at any time to present valuable specific knowledge on a variety of topics, whether it is to teachers; administrators; or families. Overall as an organization, they are very responsive and work in an effective and efficient manner. They demonstrate very high standards of clinical practice in OT, PT and ABA services.

Sincerely,

Stacey Heiligenthaler

Stacey Heiligenthaler

Assistant Director of Specialized Learning and Student Support

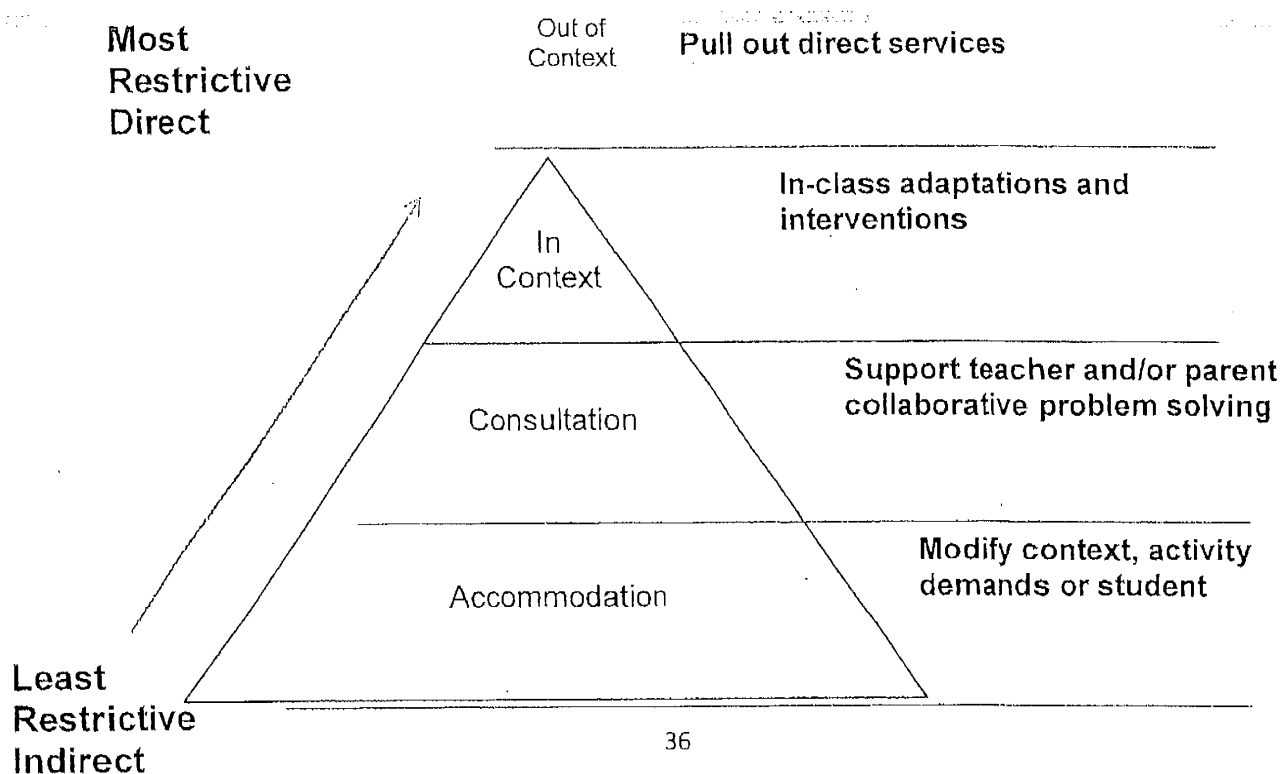
Advantages of Constellation School-Based Therapy

- CSBT is immediately prepared to partner with school districts to meet the needs of all special education programming. Our services include Board Certified Behavior Analysts (BCBA) and Registered Behavior Technicians (RBT) utilizing evidence-based practice and interventions with students to modify behavior and increase language, communication, social, independent play and self-help skills.
- CSBT has the experience of servicing a number of school districts in Lower Fairfield County, both large and small. CSBT has provided school-based therapies to the Norwalk Public Schools for over 20 years. We have also serviced districts such as Stamford, Greenwich, Monroe and Darien for a significant number of years.
- We recognize and appreciate the complexity of delivering therapy services within both large and small public school systems. We are prepared to commit the administrative time and effort, as well as the supervisory time, necessary to meet the needs of Waterbury Public Schools. We have a proven record of being immediately responsive to district needs. We are highly efficient in service delivery, resulting in cost-savings for districts. We are willing to be creative and work collaboratively with Waterbury Public Schools, so that we can continue to provide the very best school-based services, in as cost-efficient manner as is possible.
- CSBT has the availability of therapists with expertise in a number of areas - such as specialized knowledge in working with children with ASD; conducting assessments including Verbal Behavior Milestone Assessment and Placement Program; conducting functional behavior assessments and developing a behavior intervention plan; staff training utilizing organized behavioral management; hands on RBT training; direct ABA services including discrete trial instruction.
- CSBT has the availability of Special Education consultants to our organization to facilitate enhanced programming. We have an extensive pediatric library, a mentoring program, and we run a Pediatric Special Interest Group for our staff.
- CSBT is committed to our contractual relationships and seeks to collaborate in the care of students with disabilities. CSBT management and supervisory staff are available at all times to problem solve issues, deal with challenging situations, and address issues promptly. We are available to consult and problem-solve litigious situations in relation to the delivery of educationally-related therapy services. We seek to ensure a very high quality of service and cost efficiency.

Constellation's Methods of Service Delivery

Our service model is client-centered and recognizes the client's needs and priorities. The school-based therapists focus is on removing barriers from students' ability to learn, and helping students develop skills, which increase their independence in all aspects of the school environment and academic performance. Therapy intervention with the student is always educationally related, whether provided under IDEA or 504. Within this school-based setting, the school administration staff and teachers are also considered to be our clients. The therapists are available to support and educate school personnel about the different considerations required for students with disabilities. The philosophical basis of our service is founded on the principles of educating students with special needs within the least restrictive environment and within a setting, which facilitates achievement and success in learning.

Delivery of occupational, physical and ABA therapy services within the educational setting presents the unique opportunity, to work as part of the educational team in assisting students in the achievement of their educational goals. Our therapy staff will work as part of the educational interdisciplinary team and share their expertise through a continuum of services options, classroom consultations, evaluations, observations, monitoring identified students, and/or students with special learning needs. The extent and scope of services will vary from school to school, depending on the number of students requiring services and their special needs, and depending on the needs of the team.

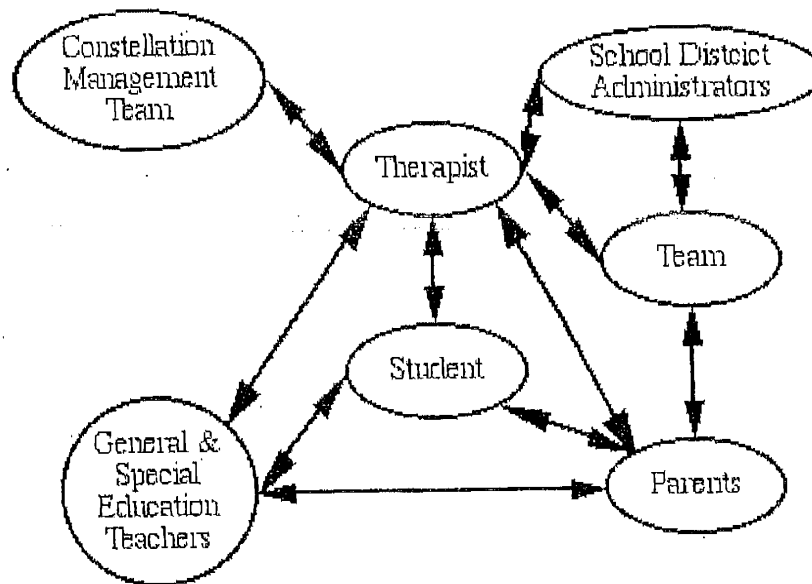


Information Sharing
Constellation's Collaborative Process Model for School-Based Practice:

Staff Development
Team meetings

Current research supports the effectiveness of a collaborative approach to intervention planning of related services and implementation, rather than an expert model of service delivery. With the expert model the specialist independently evaluates needs, develops interventions and provides one-to-one service or recommendations to staff. In contrast, within a collaborative approach to service delivery, the team works together to identify needs, make effective decisions, develop and implement strategies for students successful participation in school. A collaborative approach to decision-making also lends itself to an integrated approach to service delivery.

The Constellation Collaborative Process Model for School-Based practice identifies multiple stakeholders who contribute to a student's success in school. Constellation therapists are trained in effective teaming and collaborative practices. With continued SPS administrative support, CSBT management, and team driven decision making we can ensure effective, meaningful and efficient decision making.



Definition of Terms:

School-Based Therapy (in relation to the IEP Process): In a school setting, the services of occupational, physical therapy and applied behavior analysis are provided in collaboration with the special education team, to enable identified students with disabilities to engage successfully in their educational program. Under IDEA and Connecticut State Department of Education regulations, related school-based therapies are not parallel services-the services of OT, PT and ABA must be both *educationally relevant and educationally necessary*. Services can be provided through a continuum of services delivery options (direct; indirect or consultative in nature) based upon the student's identified needs and educationally related goals.

School-Based Therapy (in relation to the SRBI Process): In a school setting, the services of occupational, physical therapy and applied behavior analysis can be provided through a multi-tiered approach to general education, in helping all students who are at risk for academic or behavioral concerns, participate and successfully achieve academic outcomes. Related therapy services provide targeted instruction and intervention strategies for students whose rate of progress is behind the classroom norm. Under SRBI therapy service is provided on a collaborative basis-to students individually, in groups, whole classroom interventions, and/or school wide initiatives.

Educational Relevance: Exists when the proposed service can be explicitly linked with a component of the student's educational program. There must be a clear question or purpose when proposing a referral for school-based occupational, physical therapy and/or applied behavior analysis.

Educational Necessity: Exists when we believe that the student will not have access to an appropriate education, or experience the educational benefit of specially designed instruction, without the proposed related service.

Caseload: *Caseload* refers only to the number of children seen by the OT/PT/ABA as part of the IEP. The traditional caseload approach does not take into account the complexity of the therapist's role in current best practice scenarios. Pull out services built around a clinical model of predictable, routine "appointments" have limited support in the educational literature and do not necessarily promote generalization of skills to the classroom or other appropriate setting.

Workload: The concept of workload encompasses all of the caseload hours plus the work activities performed by the therapist that benefit the students directly and indirectly. IDEA (2004) mandates that OT/PT/ABA services support access to and progress in the general education curriculum or natural environments. Expanded roles are now mandated of providers, to serve students in their least restrictive environment, supporting their performance needs in the context of their classrooms, increased teaming and ongoing assessment, and documentation of the effectiveness of interventions. Therapists have to redesign their work patterns so that they are able to service expanding caseloads, and manage all activities included in their workload.

Direct Service Hours – encompass the following definitions:

- a. **Direct Service:** Refers to direct hands-on interventions service delivered by the therapist to the student utilizing a combination of remediation, prevention and compensatory strategies. Direct hours of time may be allocated to screenings and evaluations and may be provided in the classroom setting or as a pullout service, depending upon student needs, and how the intervention plans are written and agreed by the team. Services may be provided on-on-one or in a small group (with students who have like goals.) Direct service hours can be delivered through the IEP Process, the SRBI process or to students with a 504 plan.
- b. **Consultation Services:** This is a formal intervention service delivered by the therapist to the teacher, teacher's aide or other educational professional in relation to the student's needs. The therapists use their knowledge and skills to help the student, by consulting and training the other involved parties who also work with the child. Goals are met solely through collaboration with other professionals, including classroom/program consultation; communication and consultations with staff/parents/outside agencies. A consultative model of service delivery can be utilized through students identified through the IEP process or the SRBI process.
- c. **Indirect (mandated) Service:** Refers to all related and mandated activities that are not delivered directly to the child. Indirect hours are not an intervention, but the activities are tied to the work that needs to be delivered to the student. Examples of indirect related activities include: IEP required report writing; data sheet design and collection; goal writing; service documentation – attendance at PPT's or required family/team meetings; and transition planning.

Support Hours, required to effectively implement the service: Travel between school buildings, and clerical activities to support the work. Examples of clerical activities include preparation of materials for sensory diets/training programs; photocopying of home programs; preparation of requisition forms for materials/equipment needed; and time allocated to maintain caseload lists/monthly reporting of hours which indicate usage of service.

School Based Physical Therapy Practice: Physical Therapists and Physical Therapy Assistants, in collaboration with the educators, enable students with disabilities or those at risk for disability, to engage in everyday school activities at school. Mobility and function are central to the physical therapy process. The goal of physical therapy service is to maximize the disabled student's ability to independently and successfully participate in the educational process. This is accomplished through the use of targeted, therapeutic activities (e.g. motor coordination, balance, strengthening), adaptation of the student's environment, and training/consultation with staff and families.

School Based Occupational Therapy Practice: Occupational Therapists and Occupational Therapy Assistants are experts at analyzing the performance skills and patterns utilized by students, and, in collaboration with educators, providing interventions necessary for students to engage in their everyday school occupations, which are comprised of overlapping and interrelated activities, including academic, social, extra-curricular and self-care tasks. Occupation and enabling students to engage successfully in their everyday activities at school remain central to the occupational therapy process. The goal of occupational therapy service is to maximize the disabled student's ability to independently and successfully participate in the educational process through the use of targeted, therapeutic activities (e.g. fine motor, visual motor, sensory processing.) Adaptation of the student's

environment and training/consultation with staff and families are also vital aspects of occupational therapy service.

School Based Applied Behavior Analysis Practice: Board Certified Behavior Analysis and Registered Behavioral Technicians are experts at utilizing evidenced based practice interventions with students to modify behavior and promote appropriate behaviors. The goal is to use intervention to improve increasing language, communication, social, independent play and self-help skills by monitoring and analyzing performance data.

Best Practice in School-Based Therapy: Therapy practice that is rooted in the latest knowledge and evidence and reflects the most current and innovative ideas available. In the delivery of Constellation's school-based services, best practice places emphasis on child-context interaction, in an integrated service pattern. Best practice is rooted in a collaborative approach to intervention, and each team member must truly listen and understand all members' expectations.

Educational Versus Clinical Models of Service Delivery:

Occupational, physical and ABA therapy services are delivered in various settings — hospital, clinic, home and school—each with its own set of standards and practices. Regardless of setting, therapy is therapy, right? Actually, no. Therapists are equally trained and licensed no matter where they work, but the missions of the agency, school, or clinic where the therapists work are often very different. Therefore, the type and goals of therapy may be very different from one setting to another.

There are two primary models of service for children: clinical and educational. The basic purpose behind each of these models is different, although they can overlap. Fundamental similarities exist between the clinical and educational models. The student must have a recognized disability or disorder that adversely affects school performance. The therapy must address a condition/situation for which it is an accepted, essential, evidence-based method of intervention. Evaluation data is collected and interpreted to determine need for service and to develop an intervention plan.

The objective and measurable intervention plan must document the student's functional strengths and limitations and address a condition/situation(s) that is expected to improve with a reasonable and generally predictable period of time or establishes a safe and effective maintenance program. In the school setting, when activities are considered a standard part of another discipline's intervention/care, these activities are not routinely provided by therapists (e.g., handwriting instruction for kindergarteners; transfers for severely disabled high school students.) When clinical and educational models of therapy coincide, schools have the option to seek reimbursement from Medicaid.

Children can receive services through one or both models. An IEP is a fluid document, it can and should change to respond to both students' needs and ensure least restrictive environment for the student. For some children the frequency or intensity of therapy they receive at school through the educational model will not meet all therapy needs. A child may have therapy needs outside the school setting that would require home- or community-based services from the medical model.

How do we articulate the differences between educationally related therapy services and clinically-based services?

	EDUCATIONAL MODEL	CLINICAL MODEL
HOW DOES IT START?	Teacher, parent or other involved person can ask the IEP team to consider the need for evaluation	Referral is initiated by physician based on observed delay or diagnosis
WHO DECIDES NEED FOR SERVICE?	<ul style="list-style-type: none"> • Special education team reaches consensus, with recommendation from licensed OT/PT/BCBA based on testing and classroom/school observation • Assessment takes into consideration <i>only</i> needs associated with special 	<ul style="list-style-type: none"> • Testing and clinical observation by licensed OT/PT/BCBA • Assessment takes all settings into consideration • Frequently driven by doctor's orders
WHO DECIDES SCOPE OF SERVICE?	<ul style="list-style-type: none"> • Special Education team—including parents, student (if appropriate), educators, administrators and school based therapists—determine the focus, frequency and duration of therapy • A doctor's order <u>does not</u> 	<ul style="list-style-type: none"> • Medical team determines location, focus, frequency and duration of therapy. • Insurance coverage, doctor's orders and transportation may be determining factors
HOW CAN SERVICES BE CHANGED?	Changes to related services require a PPT/IEP meeting with parents, educators, administrators and the school based therapist present to discuss and come to consensus	Doctors can alter orders or therapist can change therapy plan, generally discussed with doctor and parents
WHAT IS THE FOCUS OF THERAPY?	<ul style="list-style-type: none"> • Therapy addresses access to special education and school environment - strategies focused • Works toward independence and participation • Interventions usually for problems that interfere with 	<ul style="list-style-type: none"> • Therapy addresses medical conditions and impairments • Works to get full potential realized • Interventions specifically designed to heal/cure, usually for acute

WHERE DOES THERAPY OCCUR?	<ul style="list-style-type: none"> • On school grounds, bus, halls, playground, classroom, lunchroom; total school environment • Also work sites for high school students, and for preschool students, some 	In the private practice setting, clinic, hospital or home
HOW IS THERAPY DELIVERED?	Integrated/inclusive therapy, staff training, program development, collaboration with staff, group intervention, direct one-on-one treatments, consultation	Direct one-on-one treatment to accomplish set goals
WHO PAYS?	No cost to student or family = free and appropriate public education (FAPE)	Fee-for-service payment by family, insurance or governmental assistance.
HOW ARE SERVICES DOCUMENTED?	Related to IEP with accessible, readable language guided by state and local policy reflecting best practice	Dictated by insurance requirements and guidelines of the setting; emphasis on medical terminology and billing codes

**ATTACHMENT B
RATE SCHEDULE
RFP 6103
REGISTERED BEHAVIORAL TECHNICIAN SERVICES**

Pricing-RBT with BCBA Oversight

	Per Hour with BCBA Oversight	Hours	Total
Year 1 (2018-2019)	\$38.25	6925	\$266,411.25
Year 2 (2019-2020)	\$39.02	6925	\$271,774.30
Year 3 (2020-2021)	\$39.86	6925	\$277,624.90
			\$815,810.45

Hourly Rate for each year is inclusive of all components highlighted within the Work Plan section of Contractor's Proposal.

Each Year's quoted rate is inclusive of Direct student services, indirect student services as well as CSBT Supervisory/Managerial services.

These Hourly rate will be applied to a 7 hour day/35 hour week.

There will be no additional cost or overtime charge for hours billed above 35 hours.

Total cost for 5 RBT's, 183 School days and 16 days of summer for extended school year.

AGREEMENT
ITB No. 6152
for
Department of Education Messenger/Courier Services
between
The City of Waterbury, Connecticut
and
Joseph Caiazzo d.b.a. Abbey Vending

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the City of Waterbury, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and Joseph Caiazzo d.b.a. Abbey Vending, located at 350 Chase River Road in Waterbury, Connecticut 06704 (the "Vendor"). Trade Name Certificate is duly filed in the City of Waterbury Town Clerk's Office.

WHEREAS, the Vendor submitted a proposal to the City responding to ITB No. 6152 for Department of Education Messenger/Courier Services; and

WHEREAS, the City accepted the Vendor's proposal for ITB No. 6152; and

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

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

1.1 The Project consists of Department of Education Messenger/Courier Services, shown on **Attachment A** attached hereto and hereby made material provisions of this Contract. **Attachment A** shall consist of the following:

- (i) City of Waterbury's Invitation to Bid No. 6152 consisting of 15 pages, which includes the Scope of Services and Locations excluding sample contract and contractor compliance packet; (attached hereto)
- (ii) Addendum #1 to City of Waterbury's Invitation to Bid No. 6152, issued May 25, 2018, consisting of 5, pages, (attached hereto)
- (iii) Abbey Vending's response to ITB No. 6152 consisting of 17 pages (attached hereto).
- (iv) Any and all Amendments and Change Orders issued by the City after execution of the Contract (incorporated herein by reference.)
- (v) Certification of Debarment, Disclosure Affidavit, Annual Statement of Financial Interests, (incorporated by reference)
- (vi) Certificates of Insurance (incorporated by reference)
- (vii) All applicable Federal, State and local statutes, regulations charter, and ordinances (incorporated by reference)
- (viii) All Licenses (incorporated by reference)

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

- (i) This Agreement and any Amendments or Change Orders hereto;
- (ii) City of Waterbury's Invitation to Bid No. 6152, including Scope of Services and locations;
- (iii) Abbey Vending's Response to Invitation to Bid No. 6152;
- (iv) Additional Contract Documents, made up of Certification of Debarment, Disclosure Affidavit, Annual Statement of Financial Interests, any applicable licenses.
- (v) Certificates of Insurance
- (vi) All applicable Federal, State and local statutes, regulations charter, and ordinances (incorporated by reference)
- (vii) All Licenses

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

2.1 Representations regarding Personnel. The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. As set forth above, all the services required hereunder shall

be performed by the Vendor under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

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

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

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

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

3.3 Cleaning Up. To the extent the Vendor is required to be on City property to render its services hereunder, the Vendor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by Vendor, its employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the project and all tools,

scaffolding and surplus materials and shall leave the Premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Vendor.

3.4 Publicity. Vendor agrees not to deliberately disclose the fact that the City has entered into or terminated this agreement or disclose any of the terms of the agreement or use City's name in connection with any publicity, unless City gives prior written consent to such use of 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 agreement, and shall be the best obtainable from the crafts and trades. In all cases, the services, materials, equipment, reports, plans, specifications, deliverables, workmanship, etc. shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the purpose for which they are intended. The standard of care and skill for all services performed by the Vendor shall be that standard of care and skill ordinarily used by other members of the Vendor's profession practicing under the same or similar conditions at the same time and in the same locality. The Vendor's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

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

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

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

- (iii) 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;
- (iv) it was responsible for specifying any changes and disclosing any new costs prior to the submittal of its proposal. Thus, in the event any changes or costs are disclosed by the Vendor, or otherwise required, during the performance of its services, the sole responsibility for any modification, delay and cost of such changes shall reside with the Vendor;
- (v) it has familiarized itself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and Local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work;
- (vi) it has given the City written notice of any conflict, error or discrepancy that the Vendor has discovered in the Proposal Documents; and
- (vii) it agrees that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

3.8 Reporting Requirement. The Vendor shall deliver periodic, written reports to the City's Using Agency setting forth (i) the issue date of the report, (ii) the time period covered by the report, (iii) a brief description of the work and services completed by the Vendor and/or delivered by the Vendor during the time period covered by the report, (iv) expressed as a percentage of the total work and services required under this contract, the percentage of the total work represented by the work and services described in subsection iii above, (v) expressed as a percentage of this contract's Section 6 total compensation, the percentage of the total compensation represented by the work and services described in subsection iii above, (vi) the Vendor's declaration as to whether the entirety of the Vendor's work and services required in this contract will be, or will not be, completed within the contract's Section 6 total compensation amount, and (vii) any and all additional useful and/or relevant information. Each report shall be signed by the Chief Financial Officer.

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

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

5. Contract Time. The Vendor shall complete all work and services required under this agreement during the period from July 1, 2018 through June 30, 2021, as per Board of Education approved school calendar.

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

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

6.1 Fee Schedule. The fee payable to the Vendor is based on the school calendar. The total amount of this three year contract shall not exceed Eighty-nine Thousand Three Hundred and Twenty Dollars (\$89,320) and shall consist of the following payments per year:

- (i) For the period of time from July 1, 2018 through June 30, 2019, a per day rate of One Hundred Twenty-Eight Dollars (\$128.00) per school day, for total amount not to exceed Twenty-Eight Thousand One Hundred and Sixty Dollars (\$28,160);
- (ii) For the period of time from July 1, 2019 through June 30, 2020, a per day rate of One Hundred Thirty-Six Dollars (\$136.00) per school day, for total amount not to exceed Twenty-Nine Thousand Nine Hundred and Twenty Dollars (\$29,920);
- (iii) For the period of time from July 1, 2020 through June 30, 2021, a per day rate of One Hundred Forty Two Dollars (\$142.00) per school day, for total amount not to exceed Thirty-One Thousand Two Hundred and Forty Dollars (\$31,240).

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

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

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

6.4 Proposal Costs. All costs of the Vendor in preparing its proposal for ITB No. 6152 shall be solely borne by the Vendor and are not included in the compensation to be paid by the City to the Vendor under this agreement or any other agreement.

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

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 be the sole property of the City. Vendor and its insurer shall, at all times, assume the risk of loss or damage up to City Property, and services provided hereunder, except that City shall be responsible for loss or damage caused by City's negligence.

8. Indemnification.

8.1 The Vendor shall indemnify, defend, and hold harmless the City 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 (a) 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 (b) is caused in whole or in part by any willful or negligent act or omission of the Vendor, 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 Vendor or any employee of the Vendor, any subcontractor, anyone directly or indirectly

employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph A, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Vendor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

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

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

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

9.2 The Vendor's General, Automobile and Excess Liability Insurance policies shall be endorsed to add the City and the Board of Education as additional insureds. The insurance afforded the additional insureds shall be primary insurance and the coverage and limits provided under the Vendor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured(s) may have suffered. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this agreement and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

9.3 The Vendor shall maintain the following insurance policies with stated limits, in full force and effect for the entire contract period and at all times during which the services are to be performed by the Vendor:

- (i) General Liability Insurance: Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of

property in any one accident or occurrence. \$1,000,000 per occurrence, \$2,000,000 aggregate;

- (ii) Automobile Liability Insurance: Automobile Liability Insurance: Providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any owned or non-owned vehicle. \$1,000,000 combined single limit (CSL);
- (iii) Workers' Compensation: Contractor shall comply with all State of Connecticut statutes as it relates to workers' compensation. Statutory Limits within the State of Connecticut;
- (iv) Excess Liability Insurance: Comprehensive general liability umbrella insurance coverage. \$3,000,000 per Occurrence / \$3,000,000 aggregate limit;
- (v) Third Party Bond: Courier Bonding: Providing coverage for loss sustained by the City during the performance of vendor's delivery services as provided herein, as a result of loss due to theft and other perils customarily covered by bonding coverage. \$25,000 per Loss. The City of Waterbury shall be named as the Loss Payee.

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

9.5 Cancellation: THE CITY OF WATERBURY SHALL RECEIVE WRITTEN NOTICE OF CANCELLATION FROM THE INSURER AT LEAST 30 CALENDAR DAYS PRIOR TO THE DATE OF ACTUAL CANCELLATION, REGARDLESS OF THE REASON FOR SUCH CANCELLATION.

9.6 Certificates of Insurance: At the time the Vendor executes this agreement, it shall furnish to the City, subject to City approval, certificate(s) of insurance verifying the above coverages, including the naming of the City of Waterbury and the Board of Education, as follows: **"The City of Waterbury and its Board of Education are listed as additional insured on all lines of coverage except automobile liability and workers compensation and include a waiver of subrogation on all lines of coverage except professional liability as their interest may appear"**. The City's request for proposal number must be shown on the certificate of insurance. The Vendor must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT. 06702.

9.7 Upon request the Vendor shall deliver to the City a copy of the Vendor's insurance policies, endorsements, and riders.

10. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this agreement, the Vendor represents and warrants that, at all pertinent and relevant times to the agreement, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Vendor of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: *EQUAL EMPLOYMENT OPPORTUNITY ACT*; *COPELAND ANTI-KICKBACK ACT*, as supplemented in the Department of Labor Regulations (29 CFR Part 3); *DAVIS-BACON ACT* as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); and the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974*, as amended; Title 31 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, Taxes and Regulations. Permits and licenses necessary for the delivery and completion of the Vendor's work and services shall be secured in advance and paid by the Vendor. The Vendor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work and services as specified.

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

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

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

contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

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

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

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

12. Termination.

12.1 Termination of Agreement for Cause. If, through any cause, in part or in full, not the fault of the Vendor, the Vendor shall fail to fulfill in a timely and proper manner its obligations under this agreement, or if the Vendor shall violate any of the covenants, agreements, or stipulations of this agreement, the City shall thereupon have the right to terminate this

agreement by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc. prepared by the Vendor under this agreement shall, at the option of the City, become the City's property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

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

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

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

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

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

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

12.4 Rights Upon Cancellation or Termination.

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

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

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

12.4.4 Assumption of Subcontracts. In the event of termination, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this agreement, including but not limited to any contracts and may further pursue completion of the work under this agreement by replacement contract or otherwise as the City may in its sole judgment deem expedient.

12.4.5 Delivery of Documents. In the event of termination, (i) the Vendor shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc and other tangible items furnished by, or owned, leased, or licensed by, the City, and (ii) the City shall pay the Vendor for all services performed and deliverables completed and accepted (pro-rated

for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

12.5 Ownership of Instruments of Professional Services. The City acknowledges the Vendor's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this agreement, 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 agreement 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.

13. Force Majeure. Vendor shall not be held responsible for delays nor be subject to liquidated damages when such delays are caused by conditions beyond its control, including without limitation:

- (i) Acts of God, fire, explosion, epidemic, cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies;
- (ii) Change of law and order, proclamation, regulation, ordinance, or governmental requirement;
- (iii) Delays caused by the Vendor's vendors, except where such delays are the result of lack of adequate coordination by the Vendor.

13.1 Upon cessation of work for reason of force majeure delays, Vendor shall use its best efforts to meet the schedule set forth in Section 5 of this agreement.

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

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

15. Assignability. The Vendor shall not assign any interest in this agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due the Vendor from the City under this agreement may be assigned to a bank, trust, company, or

other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

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

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

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

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

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

deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc., and that the Vendor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

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

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

23. Contract Change Orders. 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 agreement where the scope of the Change Order is:

- (i) within the scope of the original agreement OR is made pursuant to a provision in the original agreement; AND
- (ii) 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).

23.1 Notwithstanding the foregoing, a Change Order shall not include (iii) an upward adjustment to a Vendor's payment claim, or (iv) a payment increase under any escalation clause set forth in the original contract, or any Change Order, or any amendment. 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 approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both the Vendor, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Vendor's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this agreement. Any contract change NOT fully complying with this Section 23.1 shall be effectuated solely by an amendment to this agreement complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

24. Conflicts or Disputes. This agreement represents the full and complete concurrence between the City and the Vendor and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the agreement, 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 (a) the City's aforementioned ITB No. 6152 of May 18, 2018 and (b) the Vendor's proposal, dated June 3, 2018, responding to the aforementioned ITB No. 6152 and are hereby fully incorporated by the foregoing reference.

24.1 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.

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

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

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

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

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

29. 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 Vendor, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Vendor:	Joseph Caiazzo
	DBA Abbey Vending
	350 Chase River Road
	Waterbury, Connecticut 06704

City: City of Waterbury
Department of Education
236 Grand Street
Waterbury, Connecticut 06702

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

30.1 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:

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

- (v) Upon a showing that a subcontractor made a kickback to the City, a prime Vendor or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.
- (vi) 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 F, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection vi shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.
- (vii) The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has (1) delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; (2) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (3) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and (4) filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection G shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.
- (viii) The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections (i)-(vii).
- (viii) The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

- (ix) The Contractor hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: <http://www.waterburyct.org/content/458/539/default.aspx> [click link titled "The City of Waterbury Code of Ordinances Passed 8/24/2009". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"]].
- (x) The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects" and the State of Connecticut Legislature's Special Act No. 01-1.
- (xi) 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.
- (xii) Interest of City Officials. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the project, to which this agreement pertains, shall have any personal interest, direct or indirect, in this agreement.
- (xiii) Prohibition Against Contingency Fees. The Contractor hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.
- (xiv) Freedom of Information Act Notice. Pursuant to State statute, in the event the total compensation payable to the Vendor set forth in Section 6 herein is greater than \$2,500,000.00, the City is entitled to receive a copy of any and all Vendor records and files related to the performance of this contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

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

WITNESS:

CITY OF WATERBURY

By: _____
Neil M. O'Leary, Mayor

Date: _____

WITNESS:

Joseph Caiazzo, dba Abbey Vending

By: _____
Joseph Caiazzo, Owner

Date: _____

ATTACHMENT A

1. City of Waterbury's Invitation to Bid No. 6152 consisting of 15 pages, which includes the Scope of Services and Locations excluding sample contract and contractor compliance packet; (attached hereto)
2. Addendum #1 to City of Waterbury's Invitation to Bid No. 6152, issued May 25, 2018, consisting of 2, pages, attached hereto
3. Abbey Vending's response to ITB No. 6152 consisting of 17 pages (attached hereto).
4. Any and all Amendments and Change Orders issued by the City after execution of the Contract (incorporated herein by reference.)
5. Certification of Debarment, Disclosure Affidavit, Annual Statement of Financial Interests, (incorporated by reference)
6. Certificates of Insurance (incorporated by reference)
7. All applicable Federal, State and local statutes, regulations charter, and ordinances (incorporated by reference)
8. All Licenses (incorporated by reference)

ATTACHMENT A

1. City of Waterbury's Invitation to Bid No. 6152 consisting of 15 pages, which includes the Scope of Services and Locations.

THE CITY OF WATERBURY
DEPARTMENT OF EDUCATION MESSENGER/COURIER SERVICES
INVITATION TO BID #6152

Sealed Bids to provide Messenger/Courier Services between Schools and Offices as described in the Scope of Services will be received by the City of Waterbury at the Office of the Director of Purchasing, Room 103, City Hall Building, 235 Grand Street, Waterbury, CT 06702 **until 1:30 p.m. on June 5, 2018** and at that time and place will be publicly opened and read aloud. No bids will be received **after 1:30 p.m.** on the day the bids are to be opened.

The Work consist(s) of daily (Monday through Friday) inter-office mail and small package pick-up and drop-off between the Department of Education's Central Office, currently located in the Chase Building at 236 Grand Street, and school and designated office locations listed in the Scope of Services.

Bids must be enclosed in an opaque sealed envelope and plainly marked with the name of the Project Title "**MESSENGER/COURIER SERVICES DEPT OF EDUCATION**" and shall contain the name and address of the Bidder on the envelope.

Complete instructions for filing Bids are included in the Instructions to Bidders.

After review of the factors set forth in the Instructions to Bidders, the CITY reserves the right to reject any and all Bids, to make an award, or to decline to make an award.

Contact Rocco Orso, Director of Purchasing, at (203) 574-6748 for further information.

END OF SECTION

THE CITY OF WATERBURY
DEPARTMENT OF EDUCATION MESSENGER/COURIER SERVICES

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THE CITY OF WATERBURY
DEPARTMENT OF EDUCATION MESSENGER/COURIER SERVICES

SECTION 00100

INSTRUCTIONS TO BIDDERS

ARTICLE 1. QUALIFICATIONS OF BIDDERS

- 1.3 In evaluating Bids, CITY will consider the qualifications of only those Bidders whose bids, among other factors, are in compliance with the requirements set forth elsewhere in the Bid Documents.

ARTICLE 2. COPIES OF BID DOCUMENTS

- 2.1 Complete sets of Bid Documents shall be used in preparing Bids; neither CITY nor it's representative assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.
- 2.2 CITY and it's representative in making copies of Bid Documents available do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

ARTICLE 3. EXAMINATION OF BID DOCUMENTS AND SITE

- 3.1 Before submitting a Bid, each Bidder must (a) examine the Bid Documents thoroughly, (b) familiarize itself with all Federal, State and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (c) study and carefully correlate the Bidder's observations and findings with the requirements of the Bid Documents.
- 3.2 The submission of a Bid will constitute an incontrovertible representation by the Bidder that it has complied with every requirement of this Article 3 and that the Bid Documents are sufficient in scope and detail to indicate and convey all terms and conditions necessary for the Bidder's proposed performance of the Work.

ARTICLE 4. INTERPRETATIONS

- 4.1 All questions about the meaning or intent of the Bid Documents must be submitted to The City of Waterbury eProcurement website **by May 25, 2018 at 2:00 p.m.**
- 4.2 The City will issue written clarifications or interpretations by Addenda online at the City of Waterbury eProcurement website not later than **May 29, 2018 at 2:00 p.m.** Only information issued by such City written Addenda will be binding. Oral and other clarifications or interpretations will not be binding and will be without legal effect.

- 4.3 Each Bidder shall be responsible for determining that it has received all Addenda issued and shall acknowledge receipt of all Addenda on the Addendum Acknowledgment Form and the Bidder shall list therein all written Addenda number(s) issued by the City.

ARTICLE 5. PRE-BID CONFERENCE – Not Applicable.

ARTICLE 6. BID FORM

- 6.1 Each Bid shall be submitted on the Bid Form included in Section 00400 of the Bid Documents. The Bid Form shall be removed from the Bid Documents, filled in as required below, and submitted to the City. Bidders must fill in all blank spaces on the Bid Form for Bid prices, including without limitation unit prices, extended prices and total price or the Bid will not be considered and shall be void
- 6.2 Bid Forms shall be completed in ink. The Bid price of each item on the form shall be stated in words and in figures. If unit prices are required on the Bid Form, discrepancies between unit prices and their respective total amounts will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 6.3 All names shall be typed or printed below the signature.
- 6.4 The name and address to which communications regarding the Bid are to be directed shall be shown.
- 6.5 One (1) original and two (2) copies are required. Each Bid shall be submitted in a sealed opaque envelope bearing on the outside the name of Bidder, its address, and the Project Title for which the Bid is submitted. Any bidder who fails to provide the required copy of the bid may be disqualified. (If forwarded by mail, Bid and sealed envelope marked as described above shall be enclosed in another envelope with the notation "BID ENCLOSED" on the face and addressed as indicated in the Invitation to Bid.)

ARTICLE 7. RECEIPT OF BIDS

- 7.1 Sealed Bids for the Work of this Project will be received at the time and place indicated in the Invitation to Bid.
- 7.2 CITY, in its sole discretion, may refuse to consider any Bid not prepared and/or not submitted in accordance with the Bid Documents.
- 7.3 Bidders are cautioned that it is the responsibility of each individual Bidder to assure that its Bid is in the possession of Rocco Orso, Director of Purchasing, or an alternate designated by him, prior to the stated time and at the place of the Bid Opening. CITY is not responsible for Bids delayed by mail and/or delivery services of any nature.

ARTICLE 8. MODIFICATION AND WITHDRAWAL OF BIDS

- 8.1 Bids may be modified only by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to that time scheduled by the City for the opening of Bids.

- 8.2 A Bid may be withdrawn by the Bidder prior to the scheduled time (or City authorized postponement thereof) for the opening of Bids.
- 8.3 Any Bid received after the time and date specified as the time for the City's opening of Bids shall not be considered. Once bids are opened by the City, no Bidder may withdraw its Bid for a period of ninety (90) days, excluding Saturdays, Sundays and legal holidays, after the actual date of the City's opening of the Bids.

ARTICLE 9. LOWEST RESPONSIBLE BIDDER

- 9.1 A contract may be awarded to the Lowest Responsible Bidder. The term "Lowest Responsible Bidder" as used herein shall mean the Bidder whose Total Bid Price is the lowest of those Bidders possessing, without limitation, the skill, ability, expertise, experience, qualifications and integrity necessary for the faithful performance of the Work, as determined by the CITY.
- 9.2 After review of these and other factors, including without limitation, responsiveness, qualifications and price, the CITY reserves the right to reject any and all Bids, to decline to make an award, to waive any and all informalities if it is in the CITY'S best interest to do so. The City reserves the right to disregard all nonconforming, nonresponsive, conditional Bids, and Bids taking exception(s) to the Bid Documents.
- 9.3 A Bid which includes, for any Item(s), a Bid Price that is abnormally low or high may be rejected in its entirety.
- 9.4 CITY reserves the right to reject the Bid of any Bidder that CITY considers not to possess the qualities set forth in Article 11.1 herein.

ARTICLE 10. PURCHASE ORDER ISSUANCE/AWARD AND EXECUTION OF CONTRACT

- 10.1 If a purchase order(s) is to be issued, it will be issued within ninety (90) calendar days, excluding Saturdays, Sundays, and legal holidays, after the actual date of the opening of the Bids.
- 10.2 If a contract is to be awarded, CITY will give the Lowest Responsible Bidder a Notice of Award within ninety (90) calendar days, excluding Saturdays, Sundays, and legal holidays, after the actual date of the opening of the Bids.
- 10.3 Subsequent to a Notice of Award, if any, to the Lowest Responsible Bidder, multiple unsigned copies of a contract and all other applicable contract documents will be made available to the Lowest Responsible Bidder for its execution. Within five (5) calendar days, excluding Saturdays, Sundays and legal holidays, thereafter, Contractor shall sign and return all copies of the contract and all other applicable contract documents, including without limitation, all required bonds and certificates of insurance to CITY. Thereafter, upon all required reviews, approvals, and CITY signature, the CITY will deliver one fully signed copy of the contract to CONTRACTOR. The CITY shall incur no obligations, contractual or otherwise, unless and until the CITY signs a contract, delivers a signed copy of the contract to the CONTRACTOR, and the CITY delivers to the CONTRACTOR a City written notice to proceed.

ARTICLE 11. ACCESS TO SITE

- 11.1 Representatives of the State and any local or federal agencies having an interest in the Work shall have access to the Work wherever it is in preparation or progress and the CONTRACTOR shall provide proper facilities for such access and inspection.

ARTICLE 12. SALES TAX

- 12.1 The goods and services to be provided under any contract or purchase order awarded pursuant to this Invitation to Bid is exempt from the sales taxes of the State of Connecticut.

ARTICLE 13. INSURANCE

- 13.1 The Contractor shall not commence Work until all insurance required in the City's contract has been obtained by the Contractor and such insurance has been reviewed and approved in writing by the City. The Contractor shall not allow any subcontractor to commence Work until all insurance required of any subcontractor in the City's contract has been obtained and reviewed and approved in writing by the City. Insurance shall be provided by insurers satisfactory to the City and authorized to do business in the State of Connecticut, and with an "A-" Best's Rating or better and at least a Class V3 or better financial size category as shown in the most current A.M. Best Company ratings.

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

The Contractor's General, Automobile and Excess Liability Insurance policies shall be endorsed to add the City as an additional insured. The insurance afforded the City as an additional insured shall be primary insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the City as an additional insured may have suffered. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form (as opposed to an occurrence form), the retroactive date for coverage shall be no later than the Contractor's date of execution of the contract and shall provide that in the event of cancellation or non-renewal of coverage, the discovery period (or extended reporting period) for insurance claims, so-called "Tail Coverage", shall be available for at least 60 months following the termination date of the contract.

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

LIMITS/TYPES MAY CHANGE DEPENDING ON SCOPE AND SIZE OF PROJECT

A. General Liability Insurance: \$1,000,000 per occurrence, \$2,000,000 aggregate

- B. Automobile Liability Insurance: \$1,000,000 combined single limit (CSL)
 - C. Workers' Compensation: Statutory Limits within the State of Connecticut
 - D. Excess Liability Insurance: \$3,000,000 per Occurrence / \$3,000,000 aggregate limit
 - E. Third Party Bond: \$25,000 per Loss. City of Waterbury is Loss Payee.
-

- A. General Liability Insurance: Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.
- B. Automobile Liability Insurance: Providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any owned or non-owned vehicle.
- C. Workers' Compensation: Contractor shall comply with all State of Connecticut statutes as it relates to workers' compensation.
- D. Excess General Liability Insurance: Comprehensive general liability umbrella insurance coverage.
- E. Courier Bonding: Providing coverage for loss sustained by the City due to vendor delivery services result of loss due to theft and other perils customarily covered by bonding coverage.

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

Cancellation: THE CITY OF WATERBURY SHALL RECEIVE WRITTEN NOTICE OF CANCELLATION FROM THE INSURER AT LEAST 30 CALENDAR DAYS PRIOR TO THE DATE OF ACTUAL CANCELLATION, REGARDLESS OF THE REASON FOR SUCH CANCELLATION.

Certificates of Insurance: Prior to the execution of a contract by the City, the Contractor shall furnish to the City, subject to City approval, certificate(s) of insurance verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and its Board of Education are listed as additional insured on all lines of coverage except automobile liability and workers compensation and include a waiver of subrogation on all lines of coverage except professional liability as their interest may appear."** The City's request for quotation or request for proposal number must be shown on the certificate of insurance to assure correct filing. The Contractor must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of than 30 calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

- 13.2 CONTRACTOR'S costs for all CONTRACTOR insurance required by the contract shall be included in its Total Bid Price and shall include only the CONTRACTOR'S direct and actual costs for such insurance, without any mark-ups by either the CONTRACTOR or SUBCONTRACTORS of any tier.

ARTICLE 14. PURCHASE ORDER/CONTRACT TIME

- 14.1 BIDDER agrees and covenants that the Contract Time shall commence upon delivery of the CITY'S written notice to proceed, which shall occur after contract execution by both parties.

ARTICLE 15. BID DOCUMENTS.

- 15.1 Bid Documents shall be any and all sections, terms, conditions, forms, drawings, data, etc., listed in the Table of Contents of the Bid Documents.

ARTICLE 16. Federal, State and Local Employment Requirements.

- 16.1 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".

NON-APPLICABLE

- 16.2 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 215 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.

END OF SECTION

THE CITY OF WATERBURY
DEPARTMENT OF EDUCATION MESSENGER/COURIER SERVICES
SECTION 00300

ADDENDUM ACKNOWLEDGEMENT FORM

NOTE: The Bidder is to complete, sign and date this form. The completed form shall be submitted with the BID FORM in accordance with ARTICLE 6 of the INSTRUCTIONS TO BIDDERS.

The undersigned, as Bidder's Authorized Representative, acknowledges receipt of the following Addenda and that the modifications to the Bid Documents noted therein have been considered and all costs related thereto are included in the Bid Prices:

Addendum # _____	Dated Issued _____
Addendum # _____	Dated Issued _____
Addendum # _____	Dated Issued _____
Addendum # _____	Dated Issued _____
Addendum # _____	Dated Issued _____
Addendum # _____	Dated Issued _____

Business Name of Bidder: _____
(Print or Type)

By Bidder's Authorized Representative:

Signature: _____

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Date: _____
(Print or Type)

END OF SECTION

THE CITY OF WATERBURY
DEPARTMENT OF EDUCATION MESSENGER/COURIER SERVICES
SECTION 00400
BID FORM

Date: _____

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

Sir:

Pursuant to and in compliance with the Invitation to Bid, the Undersigned:

(Print or Type Business Name of Bidder)

having carefully examined all the Bid Documents, together with all Addenda, as acknowledged on the Addendum Acknowledgment Form, and having informed itself fully in regard to all conditions pertaining to the providing of the specified Bid Items and the place where the Work, Services and/or Items are to be delivered, constructed, installed and/or performed; and that with this representation, the undersigned makes this Bid.

Further, the undersigned proposes to provide the specified Bid Items, to perform all Services and/or to furnish all equipment, labor and materials, etc. and to complete the Work in its entirety in the manner and under the conditions required by the Bid Documents at the prices listed as follows:

For Messenger / Courier Services as outlined in the scope of services:

Per Day Rate for:

7/1/2018 to 6/30/2019

7/1/2019 to 6/30/2020

7/1/2020 to 6/30/2021

\$ _____

\$ _____

\$ _____

The undersigned hereby declares and certifies under the penalties of perjury that this Bid is in all respects bona fide and fair; that the only persons or parties interested in this Bid as principals are as stated; that the Bid is made without any collusion with other persons, firms, or corporations, and that the Bid prices shall cover all expenses incurred in providing the specified Bid Items, performing and completing all Work and/or Services, and furnishing all equipment, labor and materials, etc. as required by the Bid Documents, of which this Bid Form is a part. As used in this section, the word "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

In the event of mathematically incorrect calculations of individual items or totals, the mathematically correct amount using the estimated quantities and unit prices (in words), where applicable, shall govern in determining the Total Bid Price.

The undersigned also agrees that any quantities indicated are for Bid comparison purposes only and are not represented to be actual quantities to be procured and/or required for completion of the Work.

Respectfully submitted by:

Social Security Number or (Print or Type)
Federal Identification Number

Business Name of Bidder (Print or Type)

Signature of Authorized Official

Name of Authorized Official (Print or Type)

Title of Authorized Official (Print or Type)

Bidder shall provide Bidder's Contact Information below:

Business Address: (Print or Type)

Business Fax Number: (Print or Type)

City, State, Zip Code: (Print or Type)

Mobile Contact Number: (Print or Type)

Business Telephone Number: (Print or Type)

Business Email Address: (Print or Type)

Note: If the Bidder 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.

The following documents are attached to and made a condition of the Bid:

- a. Instructions to Bidders – Section 00100
- b. Addendum Acknowledgement Form – Section 00300
- c. Bid Form – Section 00400
- d. Scope of Services – Section 00500
- e. Attachment A – Compliance Documents (4)
- f. Attachment B – Sample Contract
- g. Attachment C

END OF SECTION

THE CITY OF WATERBURY

DEPARTMENT OF EDUCATION MESSENGER/COURIER SERVICES

SECTION 00500

SCOPE OF SERVICES

1. **Description of Work** - The contractor agrees to pick-up interoffice out-going mail at the Department of Education Office located in the Chase Building at 236 Grand Street on the third floor between 8:30 a.m. and 9 a.m.; deliver out-going and pick-up incoming interoffice mail at all Waterbury Public Schools and specified locations between 10:00 a.m. and 12 p.m. (noon); then deliver and sort all incoming interoffice and specified location mail to the Chase Building interoffice mailboxes on a daily basis (Monday through Friday) by 12:30 p.m. See #9 of the Scope of Services, Section 400 for listing of specific locations. Inter-office mail includes, but is not limited to, ALL interschool materials, payroll reports, report card data material, parcels, school records, outgoing USPS mail, etc. On days when pick-up and delivery of report cards is necessary (list to be provided), these will be picked-up from the Computer Technology Center on the 3rd floor of the Chase Building.
 2. Complete pick-up and delivery should be made between the hours of 8:30 a.m. and 12:30 p.m. If there is any deviation from this time frame for any reason, the School Business Office must be notified. In order to keep this schedule, it is suggested that at least two (2) routes be set up.
 3. A summer schedule shall begin at or around July 1 of each year and shall be performed Tuesdays and Thursdays during July and August up to one week prior to first day of school. Summer routes will include delivery service from and to the Chase Building to all twelve month schools, various schools that operate the Early Childhood School Readiness Program; all Education Offices; the Food Service Office, Supply Warehouse; and Adult Education. The list of locations is subject to change at the discretion of the Superintendent of Schools. Mail service to all schools holding summer school will continue until the end of each school's particular program (generally four to six weeks).
 4. Supervision, work assignment and communication with the City by the Contractor will be through the Superintendent of Schools or his agent who will act for and under the direction of the Superintendent of Schools and the Board of Education.
 5. Contractor agrees that the City shall solely determine the policy, practices, principles and guidelines pertaining to the services herein contracted for.
 6. Contractor agrees that the City shall solely determine the delivery route based on the plan submitted by the Contractor, time schedule and operating procedures for the
-

services herein contracted for and the City shall have the sole jurisdiction and decision on approval.

7. The Contractor agrees to work cooperatively with other departments of the City of Waterbury and with employees of the Department of Education in those matters pertaining to the services contracted herein.
8. The Agreement Period for any contract or purchase order resulting from this Invitation to Bid is anticipated to be July 1, 2018 through June 30, 2021.
9. Courier pick-up and drop-off locations are shown on page 15 of Section 500, Scope of Services.

MESSENGER / COURIER SERVICES DELIVERY LOCATIONS
For Monday through Friday Delivery
During the Regular School Year

1	Adult Education	11 Draher Street
2	Bucks Hill School	330 Bucks Hill Road
3	Bucks Hill School Annex (Separate Entrance)	330 Bucks Hill Road
4	Bunker Hill School	170 Bunker Hill Avenue
5	Carrington School	24 Kenmore Avenue
6	Chase Building	236 Grand Street, 3rd Floor
7	Chase School	40 Woodtick Road
8	Crosby High School	300 Pierpont Road
9	Cross, Wendell School	1255 Hamilton Avenue
10	Driggs School	77 Woodlawn Terrace
11	Duggan School	38 West Porter Street
12	Enlightenment School	30A Church Street
13	Family Intake Center	One Jefferson Square, 1st floor
14	Food Service	62 Harper Avenue
15	Generali School	3196 East Main Street
16	Gilmartin School	94 Spring Lake Road
17	Hopeville School	2 Cypress Street
18	Kennedy High School	422 Highland Avenue
19	Kingsbury School	220 Columbia Boulevard
20	Maloney Magnet School	233 South Elm Street
21	North End Middle School	534 Bucks Hill Road
22	Reed School	33 Griggs Street
23	Regan School	2780 North Main Street
24	Rotella Magnet School	380 Pierpont Road
25	Sprague School	1443 Thomaston Avenue
26	Early Childhood Education Office	30B Church Street
27	State Street School	58 Griggs Street (Temporary Location)
28	Supply	62 Harper Avenue
29	Tinker School	809 Highland Avenue
30	Wallace Middle School	3465 East Main Street
31	Walsh School	55 Dikeman Street
32	Washington School	685 Baldwin Street
33	Waterbury Arts Magnet School	16 South Elm Street
34	Waterbury Career Academy	175 Birch Street
35	West Side Middle School	483 Chase Parkway
36	Wilby High School	568 Bucks Hill Road
37	Wilson School	235 Birch Street

END OF SECTION

ATTACHMENT A – COMPLIANCE DOCUMENTS

1. Corporate or LLC Resolution
2. Debarment
3. Annual Statement of Financial Interests
4. Disclosure and Certification Affidavit Regarding Outstanding Obligations to the City of Waterbury

CORPORATE RESOLUTION

I, _____, hereby certify that I am the duly elected and acting Secretary of _____ Corporation, 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 _____, 2018.

Secretary

*** This is a sample of a Corporate Resolution acceptable to the City. The Contractor may provide its own similar version if desired.

LIMITED LIABILITY COMPANY RESOLUTION

I, _____, hereby certify that I am the duly authorized and acting Member / Manager (circle one) of _____, LLC, a limited liability company organized and existing under the laws of the State of _____, do hereby certify that the following facts are true and were taken from the records of said LLC.

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

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

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

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said _____, LLC this _____ day of _____, 2018.

Manager/Member

*** This is a sample of a Resolution acceptable to the City. The Contractor may provide its own similar version if desired.

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

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

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

unless authorized by the department or agency with which this transaction originated.

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

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

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

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

Certification

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

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

Print Name and Title of Authorized Representative:

Signature of Authorized Representative:

Date:

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2017)
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 2017)

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 2017)
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 §40.51 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 40 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 40.81 of said Code.

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

I have read and agree to the above certification.

(Name of Company, if applicable)

Signature of Individual (or Authorized Signatory)

Date

Print or Type Name and Title (if applicable)

DELIVERED

| By Mail

☐

Hand-Delivered

☐

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

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

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

State of _____

SS: _____

County of _____

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

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

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

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

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

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

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

CITY OF WATERBURY

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

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

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

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

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

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

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

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

Organization Name	Address	Type of Ownership
1		
2		
3		
4		

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

CITY OF WATERBURY

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

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

Name	Title	DOB	Stock %
1			
2			
3			
4			

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

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

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

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

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

CITY OF WATERBURY

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

For Partnership or LLC

In presence of:

Attest (Witness Signature)

(Name of Partnership)

(Witness Printed Name)

By:

(Name of General Partner)

(Business Address)

For Corporation

Attest (Witness)

(Corporate Principal -- Printed Name)

(Business Address)

Affix
Corporate
Seal

(Name of Corporation)

By:

(Signature of Authorized Corporate Officer)

Its:

(Title)

State of _____)

) SS (Date)

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 _____ 2018.

(Notary Public)

My Commission Expires: _____.

ATTACHMENT B – SAMPLE CONTRACT

PROFESSIONAL SERVICES AGREEMENT

RFP No. _____

for

_____ between

The City of Waterbury, Connecticut
and

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

WHEREAS, the Consultant submitted a proposal to the City responding to RFP No. _____ for _____; and

WHEREAS, the City selected the Consultant to perform services regarding RFP No. _____; and

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

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

1.1. The Project consists of ~~{Note to the Using Agency - INSERT GENERAL DESCRIPTION OF PROJECT, INCLUDING LOCATION - REMOVE THIS NOTE WHEN PUBLISHING THIS CONTRACT FORM}~~ _____

_____ 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:

{Note to the Using Agency - this text MUST be modified and finalized on a case-by-case basis prior to each bid and prior to each contract. REMOVE THIS NOTE WHEN PUBLISHING THIS CONTRACT FORM}

- Project plans, specifications, drawings, supplemental conditions
- the City's solicitation documents and the Consultant's responses
- Solicitation document Addenda, dated _____
- any and all amendment(s) and Change Orders, issued by the City after execution of Contract (incorporated by reference)
- Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate
- Certificates of Insurance
- All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference)
- All licenses.

1.2. The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the 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:

{Note to the Using Agency - this text MUST be modified and finalized on a case-by-case basis prior to each bid and prior to each contract. REMOVE THIS NOTE WHEN PUBLISHING THIS CONTRACT FORM}

- i.
- ii.
- iii.

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

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

its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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 complete all work and services required under this Contract within _____ consecutive calendar days of execution of this Contract by all parties hereto and in accordance with the following Project Milestones ("Contract Time"):

Project Milestone #1 - Task 1 (_____):
Project Milestone #2 - Task 2 (_____):

*{Note to Using Agency - ...or in the alternative, insert phrase setting forth intermediate milestones, and/or a final, single, hard date for completion....
REMOVE THIS NOTE WHEN PUBLISHING THIS CONTRACT FORM}}*

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

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

6.1. **Fee Schedule.** The fee payable to the Consultant shall not exceed _____ DOLLARS and _____ CENTS (\$ _____) and shall be in accordance with Consultant's proposal, dated _____

*{Note to Using Agency - fill in the above and also set forth all contingency provisions, if any, prior to each contract - **REMOVE THIS NOTE WHEN PUBLISHING THIS CONTRACT FORM}**}*

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. _____** 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: \$1,000,000.00 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 _____ 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 _____ 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.

{Note to Using Agency - it shall be a City Risk Management decision as to whether Pollution Insurance is or is not required on a case-by-case basis and this text MUST REVIEWED and MODIFIED for each bid and for each contract. In addition, until further notice, ALL insurance language needs to be reviewed and approved by the Finance Director's designee for each bid and for each contract. REMOVE THIS NOTE WHEN PUBLISHING THIS CONTRACT FORM}

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. Housing and Urban Development Section 3 Clause. In the event this Contract is funded, in whole or in part, through Housing and Urban Development assistance, 24 C.F.R. §135.38 may apply and the Consultant shall then be required to comply with the following (referred to as the "Section 3 clause"):

12.1. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted Projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

12.2. The parties to this Contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

12.3. The Consultant agrees to send to each labor organization or representative of workers with which the Consultant has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Consultant's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

12.4. The Consultant agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. ~~The Consultant will not subcontract with any subcontractor where the Consultant has notice or knowledge that the subcontractor has been found in~~

violation of the regulations in 24 C.F.R. part 135.

12.5. The Consultant will certify that any vacant employment positions, including training positions, that are filled (i) after the Consultant is selected but before the Contract is executed, and (ii) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the Consultant's obligations under 24 C.F.R. part 135.

12.6. Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

12.7. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

13. Termination.

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

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

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

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

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

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

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

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

13.4. Rights Upon Cancellation 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. _____ and (ii) the Consultant's proposal responding to the aforementioned RFP No. _____.

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 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:

City:

City of Waterbury

c/o _____

Waterbury, CT 0670_____

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)

Professional Services Agreement (PSA) between the City of Waterbury, Connecticut and _____ - RFP No. _____

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

WITNESSES:

CITY OF WATERBURY

By: _____
Neil M. O'Leary, Mayor

Date: _____

WITNESSES:

By: _____

Its _____

Date: _____

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 Invitation to Bid as principals are as stated; that the Invitation to Bid is made without any collusion with other persons, firms, or corporations; that Bidder has carefully examined the entire Invitation to Bid; that Bidder 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 Invitation to Bid. These prices shall cover all expenses incurred in performing the Work required under the Contract Documents, of which this Invitation to Bid 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 Bidder Prices as described in the Bid Documents.

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

Social Security Number
or Federal Identification Number

Signature of Individual or Corporate Name

Corporate Officer
(if applicable)

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

Name _____

By: _____
(Title)

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

Phone: _____

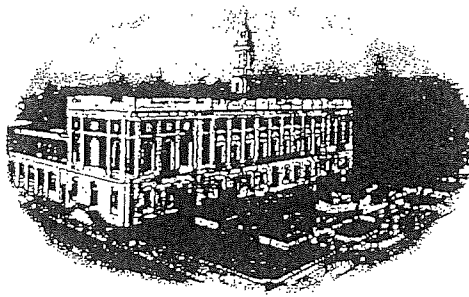
Date: _____

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

ATTACHMENT A

2. Addendum #1 to City of Waterbury's Invitation to Bid No. 6152, issued May 25, 2018, consisting of 5, pages, (attached hereto)

ROCCO ORSO
PURCHASING DIRECTOR



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

ADDENDUM #1

May 25, 2018

Bid: 6152

Project: Department of Education Messenger/Courier Services

The following questions were submitted about this bid.

Question: For the "Pay Day Rate" section all three periods are labelled 7/1/2018 to 6/30/2021. Should this be 7/1/2018 to 6/30/2019, 7/1/2019 to 6/30/2020, and 7/1/2020 to 6/30/2021?

Response: Yes, revised bid form attached.

Question: "Deliver and sort all in-coming interoffice and specified location mail to the Chase Building interoffice mailboxes on a daily basis (Monday through Friday) by 12:30 p.m." Are these mailboxes located in one central location (i.e. mail room)? Or will the courier need to make multiple deliveries within the Chase building?

Response: Yes, the mailboxes are located in one central location. No, the courier will not need to make multiple deliveries within the Chase building.

Question: Summer routes will include delivery service from and to the Chase Building to all twelve month schools, various schools that operate the Early Childhood School Readiness Program; all Education Offices; the Food Service Office, Supply Warehouse; and Adult Education. The list of locations is subject to change at the discretion of the Superintendent of Schools. Mail service to all schools holding summer school will continue until the end of each school's particular program (generally four to six weeks). I am attempting to determine how many locations comprise the above mentioned criteria? How many delivery locations are currently projected for June, July, and August, respectively?

Response: Tentatively 23 locations will need mail delivery over the summer: All High and Middle Schools, Adult Education, Bucks Hill, Bucks Hill Annex, Carrington, Duggan,

Enlightenment, Gilmartin, Maloney, Reed, State Street, Chase Building, 30B Church Street, City Hall, Jefferson Square and Harper Avenue. Also, three moves are scheduled: Enlightenment at 30A Church Street and State Street at 58 Griggs Street will be exchanging locations on approximately June 22; Food Service is tentatively set to move to a new location at 562 Captain Neville Drive by the end of August. We will inform vendor of move dates when known.

Thanks,
Kevin McCaffery
Buyer – City of Waterbury

THE CITY OF WATERBURY
DEPARTMENT OF EDUCATION MESSENGER/COURIER SERVICES
SECTION 00400
BID FORM

Date: _____

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

Sir:

Pursuant to and in compliance with the Invitation to Bid, the Undersigned:

(Print or Type Business Name of Bidder)

having carefully examined all the Bid Documents, together with all Addenda, as acknowledged on the Addendum Acknowledgment Form, and having informed itself fully in regard to all conditions pertaining to the providing of the specified Bid Items and the place where the Work, Services and/or Items are to be delivered, constructed, installed and/or performed; and that with this representation, the undersigned makes this Bid.

Further, the undersigned proposes to provide the specified Bid Items, to perform all Services and/or to furnish all equipment, labor and materials, etc. and to complete the Work in its entirety in the manner and under the conditions required by the Bid Documents at the prices listed as follows:

For Messenger / Courier Services as outlined in the scope of services:

Per Day Rate for:

7/1/2018 to 6/30/2019

7/1/2019 to 6/30/2020

7/1/2020 to 6/30/2021

\$ _____

\$ _____

\$ _____

Waterbury Public Schools 2018 ~ 2019 School Year Calendar

July						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

August						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
21st - New Teacher Orientation - 7hr.						
22nd - New Teacher Orientation - 7hr.						
23rd - Professional Development Day - 7hr.						
24th - Professional Development Day - 7hr.						
27th - First Day of School						
5 Days						

September						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						
3rd - Labor Day - No School						
19th - Open House Elem. 5-7pm - Early Dismissal						
19th - Open House H.S. 7-9pm - Early Dismissal						
19th - Early Dismissal - M.S. - Teacher Collab./PD						
26th - Open House M.S. 7-9pm - Early Dismissal						
26th - Early Dismissal - H.S. & Elem-Teacher Collab/PD						
19 Days						

October						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			
5th - Professional Development - 7hr. - No School						
8th - Columbus Day - No School						
31st - End of the 1st MP: HS/MS/Elem						
21 Days						

November						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	
6th - Election Day - No School						
9th - Grade Submission Ends - 9AM						
12th - Veteran's Day - No School						
19th - Distribute 1st MP Report Cards						
21st - Early Dismissal - Thanksgiving Recess						
22nd & 23rd - Thanksgiving Recess - No School						
28th - Pre-K & Kindergarten - End of 1st MP						
18 Days						

December						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					
5th - Parent Conference Elem. 5-7pm - Early Dismissal						
5th - Parent Conference H.S. 7-9pm - Early Dismissal						
5th - Early Dismissal - M.S. - Teacher Collab. /PD						
6th - Pre-K & Kindergarten - Grade Submission Ends - 9AM						
11th - Pre-K & Kindergarten-Distribute 1st MP Report Cards						
12th - Parent Conference M.S. 5-7pm - Early Dismissal						
12th - Early Dismissal - H.S. & Elem-Teacher Collab/PD						
24th-31st - Winter Recess - No School						
15 Days						

January						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		
1st - New Year's Day - No School						
6th - Three King's Day						
11th - 17th - Mid Term Exams - Early Dismissal HS Only						
16th - Early Dismissal - Teacher Collaboration/PD						
16th - End of the 2nd MP: HS/MS/Elem						
21st - Martin Luther King Jr.'s Day - No School						
24th - Grade Submission Ends - 9AM						
21 Days						

February						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		
1st - Distribute 2nd MP Report Cards						
15th - Lincoln's Day (Observed) - No School						
18th - President's Day - No School						
18 Days						

March						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						
4th - Pre K & Kindergarten - End of the 2nd MP						
8th - Professional Development - 7hr. - No School						
13th - Pre-K & Kindergarten - Grade Submission Ends - 9AM						
20th - Pre-K & Kindergarten-Distribute 2nd MP Report Cards						
22nd - End of the 3rd MP: HS/MS/Elem						
20 Days						

April						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				
1st - Grade Submission Ends - 9AM						
9th - Distribute 3rd MP Report Cards						
10th - Parent Conference Elem. 5-7pm - Early Dismissal						
10th - Parent Conference H.S. 7-9pm - Early Dismissal						
10th - Early Dismissal - M.S. - Teacher Collab. /PD						
15th-19th - Spring Recess - No School						
19th - Good Friday						
24th - Parent Conference M.S. 5-7pm - Early Dismissal						
24th - Early Dismissal - H.S. & Elem-Teacher Collab/PD						
17 Days						

May						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
1st - 14th - AP Exams						
27th - Memorial Day - No School						
22 Days						

June						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						
4th - Eid-al-fitr Muslim Holiday						
** Pre-K - 8th-Grades due 5 days before last day						
** Pre-K - 8th-Distribute Report Cards on last day						
** H.S. Grade submission ends on last day						
Last Day of School shall be Early Dismissal						
7th - Last Day of School - Depending on Weather						
5 Days						

Full Day Professional Development Day
Prepared by the Computer Technology Center

School Closed
School Day

Early Dismissal Professional Development Day
BOE Approved 3-2018

Waterbury Public Schools
2019 ~ 2020 School Year Calendar

July							August							September						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6					1	2	3	1	2	3	4	5	6	7
7	8	9	10	11	12	13	4	5	6	7	8	9	10	8	9	10	11	12	13	14
14	15	16	17	18	19	20	11	12	13	14	15	16	17	15	16	17	18	19	20	21
21	22	23	24	25	26	27	18	19	20	21	22	23	24	22	23	24	25	26	27	28
28	29	30	31				25	26	27	28	29	30	31	29	30					
							20th - New Teacher Orientation - 7 hr.							2nd - Labor Day - No School						
							21st - New Teacher Orientation - 7 hr.							18th - Open House Elem. 5-7pm - Early Dismissal						
							22nd - Professional Development Day - 7 hr.							18th - Open House M.S. 7-9pm - Early Dismissal						
							23rd - Professional Development Day - 7 hr.							18th - Early Dismissal - M.S. - Teacher Collab. PD						
							26th - First Day of School							25th - Open House M.S. 5-7pm - Early Dismissal						
														25th - Early Dismissal - H.S. & Elem-Teacher Collab. PD						
														29th - Rosh Hashanah - Jewish Holiday						
							5 Days							20 Days						

October							November							December						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5	3	4	5	6	7	8	9	1	2	3	4	5	6	7
6	7	8	9	10	11	12	10	11	12	13	14	15	16	8	9	10	11	12	13	14
13	14	15	16	17	18	19	17	18	19	20	21	22	23	15	16	17	18	19	20	21
20	21	22	23	24	25	26	24	25	26	27	28	29	30	22	23	24	25	26	27	28
27	28	29	30	31			24	25	26	27	28	29	30	29	30	31				
4th - Professional Development Day - No School							5th - Election Day/PD 7 hrs - No School							6th - Pre-K & Kindergarten - Grade Submission Ends - 9AM						
8th - Yom Kippur - Jewish Holiday							11th - Veteran's Day - No School							11th - Parent Conference Elem. 5-7pm - Early Dismissal						
14th - Columbus Day - No School							12th - Grade Submission Ends - 9AM							11th - Parent Conference H.S. 7-9pm - Early Dismissal						
31st - End of the 1st MP: HS/MS/Elem							25th - Pre-K & Kindergarten - End of 1st MP							11th - Early Dismissal - M.S. - Teacher Collab. PD						
							27th - Early Dismissal - Thanksgiving Recess							18th - Pre-K & Kindergarten - Distribute 1st MP Report Cards						
							27th - Early Dismissal - Thanksgiving Recess							18th - Parent Conference M.S. 5-7pm - Early Dismissal						
							28th & 29th - Thanksgiving Recess - No School							18th - Early Dismissal - H.S. & Elem-Teacher Collab. PD						
21 Days							17 Days							15 Days						

January							February							March						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4							1	1	2	3	4	5	6	7
5	6	7	8	9	10	11	2	3	4	5	6	7	8	8	9	10	11	12	13	14
12	13	14	15	16	17	18	9	10	11	12	13	14	15	15	16	17	18	19	20	21
19	20	21	22	23	24	25	16	17	18	19	20	21	22	22	23	24	25	26	27	28
26	27	28	29	30	31		23	24	25	26	27	28	29	29	30	31				
1st - New Year's Day - No School							6th - Distribute 2nd MP Report Cards							6th - Professional Development Day - No School						
2nd - School Resumes							14th - Lincoln's Day (Observed) - No School							9th - Pre-K & Kindergarten - End of the 2nd MP						
6th - Three Kings Day - No School							17th - President's Day - No School							16th - Pre-K & Kindergarten - Grade Submission Ends - 9AM						
14th - 22nd - Mid Year Exams - Early Dismissal H.S. Only														23rd - Pre-K & Kindergarten - Distribute 2nd MP Report Cards						
20th - Martin Luther King Jr.'s Day - No School														26th - End of the 3rd MP: HS/MS/Elem						
23rd - End of the 2nd MP: HS/MS/Elem																				
31st - Grade Submission Ends - 9AM																				
20 Days							18 Days							21 Days						

April							May							June						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4						1	2		1	2	3	4	5	6
5	6	7	8	9	10	11	3	4	5	6	7	8	9	7	8	9	10	11	12	13
12	13	14	15	16	17	18	10	11	12	13	14	15	16	14	15	16	17	18	19	20
19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	25	26	27
26	27	28	29	30			24	25	26	27	28	29	30	28	29	30				
1st - Parent Conference Elem. 5-7pm - Early Dismissal							1st - 14th - AP Exams							** Pre-K - 8th - Grades due 5 days before last day						
1st - Parent Conference H.S. 7-9pm - Early Dismissal							20th - Eid al-Fitr Muslim Holiday							** Pre-K - 8th - Distribute Report Cards on last day						
1st - Early Dismissal - M.S. - Teacher Collab. PD							25th - Memorial Day - No School							** H.S. Grades submission ends on last day						
6th-10th - Spring Recess - No School														Last Day of School shall be an Early Dismissal						
10th - Good Friday														8th - Last Day of School - Depending on Weather						
13th - Grade Submission Ends - 9AM																				
20th - Distribute 3rd MP Report Cards																				
22nd - Parent Conference M.S. 5-7pm - Early Dismissal																				
23rd - Early Dismissal - H.S. & Elem-Teacher Collab. PD																				
17 Days							20 Days							7 Days						

Full Day Professional Development Day	School Closed	Early Dismissal Professional Development Day
Prepared by the Computer Technology Center	School Day	BOE Approved 3-2018

ATTACHMENT A

3. Abbey Vending Company's response to ITB No. 6152 consisting of 17 pages

THE CITY OF WATERBURY
DEPARTMENT OF EDUCATION MESSENGER/COURIER SERVICES

SECTION 00300

ADDENDUM ACKNOWLEDGEMENT FORM

NOTE: The Bidder is to complete, sign and date this form. The completed form shall be submitted with the BID FORM in accordance with ARTICLE 6 of the INSTRUCTIONS TO BIDDERS.

The undersigned, as Bidder's Authorized Representative, acknowledges receipt of the following Addenda and that the modifications to the Bid Documents noted therein have been considered and all costs related thereto are included in the Bid Prices:

Addendum # <u>1</u>	Dated Issued <u>5.25.18</u>
Addendum # <u>1</u>	Dated Issued <u>5.25.18</u>
Addendum # <u>1</u>	Dated Issued <u>5.25.18</u>
Addendum # <u>1</u>	Dated Issued <u>5.25.18</u>
Addendum # _____	Dated Issued _____
Addendum # _____	Dated Issued _____

Business Name of Bidder: Abbey Vending
(Print or Type)

By Bidder's Authorized Representative:

Signature: 

Name: Joseph Calazzo
(Print or Type)

Title: Owner
(Print or Type)

Date: 6-3-18
(Print or Type)

END OF SECTION

WATERBURY**Procurement Portal**[Help](#) | [FAQ](#)[Log Out](#)Logged in as: jcaiazzo@aol.com
Role: Vendor Admin[Home](#)[My Account](#)[Solicitations](#)[Solicitations](#)[Auctions](#)**Solicitation - Documents**

6/04/2018 2:17 PM Eastern

Solicitation Title: Department of Education Messenger/Courier Services

Number: 6152

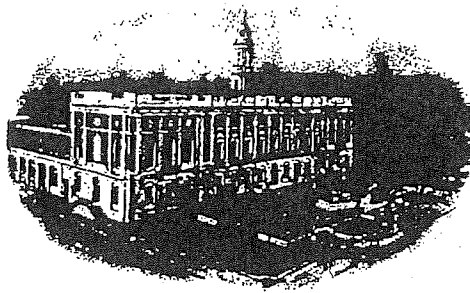
Bids Due: 6/05/2018 1:30:00 PM Eastern

Status: Open

Description	Documents	Questions
<div>Download Selected Files Download All Files</div>		<div>Download Free Viewers Acrobat Reader On-Screen Takeoff</div>
<p> Solicitation 6152 Documents [Total 5 files, 1.43 MB]</p> <ul style="list-style-type: none"> 5.25.2018 Bid 6152 Addendum 1 2018-19 school calendar.pdf 5/25/2018 0.19 MB 5.25.2018 Bid 6152 Addendum 1 2019-20 school calendar.pdf 5/25/2018 0.19 MB 5.25.2018 Bid 6152 Addendum 1 Department of Education Messenger-Courier Services.pdf 5/25/2018 0.09 MB 5.25.2018 Bid 6152 Addendum 1 Revised Bid Sheet ITB#6152 - Messenger -Courier Services between Dept 5/25/2018 0.1 MB ITB #6152 - Messenger-Courier Services between Dept of Education Schools and Offices 5-15-2018.pdf 5/17/2018 0.88 MB		

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ROCCO ORSO
PURCHASING DIRECTOR



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

ADDENDUM #1

May 25, 2018

Bid: 6152

Project: Department of Education Messenger/Courier Services

The following questions were submitted about this bid.

Question: For the "Pay Day Rate" section all three periods are labelled 7/1/2018 to 6/30/2021. Should this be 7/1/2018 to 6/30/2019, 7/1/2019 to 6/30/2020, and 7/1/2020 to 6/30/2021?

Response: Yes, revised bid form attached.

Question: "Deliver and sort all in-coming interoffice and specified location mail to the Chase Building interoffice mailboxes on a daily basis (Monday through Friday) by 12:30 p.m." Are these mailboxes located in one central location (i.e. mail room)? Or will the courier need to make multiple deliveries within the Chase building?

Response: Yes, the mailboxes are located in one central location. No, the courier will not need to make multiple deliveries within the Chase building.

Question: Summer routes will include delivery service from and to the Chase Building to all twelve month schools, various schools that operate the Early Childhood School Readiness Program; all Education Offices; the Food Service Office, Supply Warehouse; and Adult Education. The list of locations is subject to change at the discretion of the Superintendent of Schools. Mail service to all schools holding summer school will continue until the end of each school's particular program (generally four to six weeks). I am attempting to determine how many locations comprise the above mentioned criteria? How many delivery locations are currently projected for June, July, and August, respectively?

Response: Tentatively 23 locations will need mail delivery over the summer: All High and Middle Schools, Adult Education, Bucks Hill, Bucks Hill Annex, Carrington, Duggan,

Enlightenment, Gilmartin, Maloney, Reed, State Street, Chase Building, 30B Church Street, City Hall, Jefferson Square and Harper Avenue. Also, three moves are scheduled: Enlightenment at 30A Church Street and State Street at 58 Griggs Street will be exchanging locations on approximately June 22; Food Service is tentatively set to move to a new location at 562 Captain Neville Drive by the end of August. We will inform vendor of move dates when known.

Thanks,
Kevin McCaffery
Buyer – City of Waterbury

Waterbury Public Schools 2018 ~ 2019 School Year Calendar

July						
Mon	Tue	Wed	Thu	Fri	Sat	Sun
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

August						
Mon	Tue	Wed	Thu	Fri	Sat	Sun
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

21st - New Teacher Orientation - 7hr.
22nd - New Teacher Orientation - 7hr.
23rd - Professional Development Day - 7hr.
24th - Professional Development Day - 7hr.
27th - First Day of School

September						
Mon	Tue	Wed	Thu	Fri	Sat	Sun
					1	
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

3rd - Labor Day - No School
19th - Open House Elem. 5-7pm - Early Dismissal
19th - Open House H.S. 7-9pm - Early Dismissal
19th - Early Dismissal - M.S. Teacher Collab/PD
26th - Open House M.S. 7-9pm - Early Dismissal
26th - Early Dismissal - H.S. & Elem Teacher Collab/PD

October						
Mon	Tue	Wed	Thu	Fri	Sat	Sun
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

5th - Professional Development - 7hr - No School
8th - Columbus Day - No School
31st - End of the 1st MP: HS/MS/Elem

November						
Mon	Tue	Wed	Thu	Fri	Sat	Sun
			1	2	3	
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

5th - Election Day - No School
9th - Grade Submission Ends - 9AM
12th - Veteran's Day - No School
19th - Distribute 1st MP Report Cards
24th - Early Dismissal - Thanksgiving Recess
22nd & 23rd - Thanksgiving Recess - No School
28th - Pre-K & Kindergarten - End of 1st MP

December						
Mon	Tue	Wed	Thu	Fri	Sat	Sun
					1	
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

5th - Parent Conference Elem 5-7pm - Early Dismissal
5th - Parent Conference HS 7-9pm - Early Dismissal
5th - Early Dismissal - M.S. Teacher Collab/PD
6th - Pre-K & Kindergarten - Grade Submission Ends - 9AM
11th - Pre-K & Kindergarten - Distribute 1st MP Report Cards
12th - Parent Conference M.S. 5-7pm - Early Dismissal
12th - Early Dismissal - H.S. & Elem Teacher Collab/PD
24th - 31st - Winter Recess - No School

January						
Mon	Tue	Wed	Thu	Fri	Sat	Sun
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

1st - New Year's Day - No School
6th - Three King's Day
11th - 17th - Mid Term Exams - Early Dismissal HS Only
16th - Early Dismissal - Teacher Collaboration/PD
16th - End of the 2nd MP: HS/MS/Elem
21st - Martin Luther King Jr's Day - No School
24th - Grade Submission Ends - 9AM

February						
Mon	Tue	Wed	Thu	Fri	Sat	Sun
				1	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

1st - Distribute 2nd MP Report Cards
15th - Lincoln's Day (Observed) - No School
18th - President's Day - No School

March						
Mon	Tue	Wed	Thu	Fri	Sat	Sun
				1	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

4th - Pre-K & Kindergarten - End of the 2nd MP
8th - Professional Development - 7hr - No School
13th - Pre-K & Kindergarten - Grade Submission Ends - 9AM
20th - Pre-K & Kindergarten - Distribute 2nd MP Report Cards
22nd - End of the 3rd MP: HS/MS/Elem

April						
Mon	Tue	Wed	Thu	Fri	Sat	Sun
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

1st - Grade Submission Ends - 9AM
9th - Distribute 3rd MP Report Cards
10th - Parent Conference Elem 5-7pm - Early Dismissal
10th - Parent Conference HS 7-9pm - Early Dismissal
10th - Early Dismissal - M.S. Teacher Collab/PD
15th - 19th - Spring Recess - No School
19th - Good Friday
24th - Parent Conference M.S. 5-7pm - Early Dismissal
24th - Early Dismissal - H.S. & Elem Teacher Collab/PD

May						
Mon	Tue	Wed	Thu	Fri	Sat	Sun
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

1st - 14th - AP Exams
27th - Memorial Day - No School

June						
Mon	Tue	Wed	Thu	Fri	Sat	Sun
					1	
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

4th - Eid-al-fitr Muslim Holiday
** Pre-K - 8th-Grades due 5 days before last day
** Pre-K - 8th-Distribute Report Cards on last day
** H.S. Grade submission ends on last day
Last Day of School shall be Early Dismissal
11th - Last Day of School - depending on weather

Full Day Professional Development Day
Prepared by the Computer Technology Center

School Closed
School Day

Early Dismissal Professional Development Day
BOE Approved 3-2018

Waterbury Public Schools 2019 - 2020 School Year Calendar

<div><div>July</div><table><tr><th>Mon</th><th>Tue</th><th>Wed</th><th>Thu</th><th>Fri</th></tr><tr><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td></tr><tr><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td></tr><tr><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td></tr><tr><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td></tr><tr><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td></tr><tr><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td></tr><tr><td>31</td><td></td><td></td><td></td><td></td></tr></table><div>20th - New Teacher Orientation - 7hr.</div><div>21st - New Teacher Orientation - 7hr.</div><div>22nd - Professional Development Day - No School</div><div>23rd - Professional Development Day - No School</div><div>24th - Professional Development Day - No School</div><div>25th - Professional Development Day - No School</div><div>26th - First Day of School</div><div>5 Days</div></div>	Mon	Tue	Wed	Thu	Fri	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31					<div><div>August</div><table><tr><th>Mon</th><th>Tue</th><th>Wed</th><th>Thu</th><th>Fri</th></tr><tr><td></td><td></td><td></td><td>1</td><td>2</td></tr><tr><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td></tr><tr><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td></tr><tr><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td></tr><tr><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td></tr><tr><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td></tr><tr><td>28</td><td>29</td><td>30</td><td>31</td><td></td></tr></table><div>20th - New Teacher Orientation - 7hr.</div><div>21st - New Teacher Orientation - 7hr.</div><div>22nd - Professional Development Day - No School</div><div>23rd - Professional Development Day - No School</div><div>24th - Professional Development Day - No School</div><div>25th - Professional Development Day - No School</div><div>26th - First Day of School</div><div>5 Days</div></div>	Mon	Tue	Wed	Thu	Fri				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31		<div><div>September</div><table><tr><th>Mon</th><th>Tue</th><th>Wed</th><th>Thu</th><th>Fri</th></tr><tr><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td></tr><tr><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td></tr><tr><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td></tr><tr><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td></tr><tr><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td></tr><tr><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td></tr><tr><td>31</td><td></td><td></td><td></td><td></td></tr></table><div>20th - New Teacher Orientation - 7hr.</div><div>21st - New Teacher Orientation - 7hr.</div><div>22nd - Professional Development Day - No School</div><div>23rd - Professional Development Day - No School</div><div>24th - Professional Development Day - No School</div><div>25th - Professional Development Day - No School</div><div>26th - First Day of School</div><div>28th - Rosh Hashanah - Jewish Holiday</div><div>29th - Rosh Hashanah - Jewish Holiday</div><div>20 Days</div></div>	Mon	Tue	Wed	Thu	Fri	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31				
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THE CITY OF WATERBURY
DEPARTMENT OF EDUCATION MESSENGER/COURIER SERVICES
SECTION 00400
BID FORM

Date: 6.4.18

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

Sir:

Pursuant to and in compliance with the Invitation to Bid, the Undersigned:

Abbey Vending Co
(Print or Type Business Name of Bidder)

having carefully examined all the Bid Documents, together with all Addenda, as acknowledged on the Addendum Acknowledgment Form, and having informed itself fully in regard to all conditions pertaining to the providing of the specified Bid Items and the place where the Work; Services and/or Items are to be delivered, constructed, installed and/or performed; and that with this representation, the undersigned makes this Bid.

Further, the undersigned proposes to provide the specified Bid Items, to perform all Services and/or to furnish all equipment, labor and materials, etc. and to complete the Work in its entirety in the manner and under the conditions required by the Bid Documents at the prices listed as follows:

For Messenger / Courier Services as outlined in the scope of services:

Per Day Rate for:

7/1/2018 to 6/30/2021	7/1/2018 to 6/30/2021	7/1/2018to6/30/2021
\$ <u>128⁰⁰</u>	\$ <u>136⁰⁰</u>	\$ <u>142⁰⁰</u>

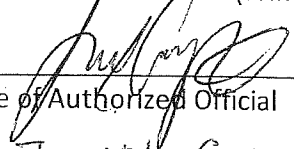
The undersigned hereby declares and certifies under the penalties of perjury that this Bid is in all respects bona fide and fair; that the only persons or parties interested in this Bid as principals are as stated; that the Bid is made without any collusion with other persons, firms, or corporations, and that the Bid prices shall cover all expenses incurred in providing the specified Bid Items, performing and completing all Work and/or Services, and furnishing all equipment, labor and materials, etc. as required by the Bid Documents, of which this Bid Form is a part. As used in this section, the word "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

In the event of mathematically incorrect calculations of individual items or totals, the mathematically correct amount using the estimated quantities and unit prices (in words), where applicable, shall govern in determining the Total Bid Price.

The undersigned also agrees that any quantities indicated are for Bid comparison purposes only and are not represented to be actual quantities to be procured and/or required for completion of the Work.

Respectfully submitted by:

040.60.7442
Social Security Number or (Print or Type)
Federal Identification Number

Abbey Vending Co
Business Name of Bidder (Print or Type)

Signature of Authorized Official
Joseph Calazzo
Name of Authorized Official (Print or Type)
owner
Title of Authorized Official (Print or Type)

Bidder shall provide Bidder's Contact Information below:

350 Chase River Road
Business Address: (Print or Type)

Waterbury, Ct 06704
City, State, Zip Code: (Print or Type)

203-594-3236
Business Telephone Number: (Print or Type)

203 594 7807
Business Fax Number: (Print or Type)

203 509 4736
Mobile Contact Number: (Print or Type)

JCA1A220@AOL.Com
Business Email Address: (Print or Type)

**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.

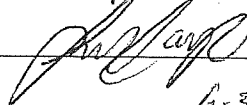
Full Legal Name and address of Recipient, Vendor, or Contractor:

Abbey Vending Co
350 Choke River Rd
Waterbury Ct

Print Name and Title of Authorized Representative:

Joseph Calozzo

Signature of Authorized Representative:



Date:

6-3-18

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2017)
Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City

☐

messenger Service

(Service or Commodity Covered by Contract)

3 YRS Expire 6-30-18

(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 2017)

Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City

☐

Messenger Service
(Service or Commodity Covered by Purchase Order)

PO 129460
(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 2017)

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

☐

Joseph Calazzo

(Name of Official)

Chairman ZBA

(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

☐

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 CT

SS: Waterbury, 6/3/2018

County of New Haven

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

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

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

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

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

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

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

CITY OF WATERBURY

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

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

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

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

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

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

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 Joseph Calazzo	owner	JC Vending LLC	Food Svc	
2 Joseph Calazzo	owner	FRANKIES DAIRYETTE	Food Svc	
3 Joseph Calazzo	owner	FRANKIES ENTERPRISE	Food Svc	
4 Joseph Calazzo	owner	Abbey Vending Co	Food Svc	

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

Organization Name	Address	Type of Ownership
1 JC Vending LLC	350 CHASE RIVER RD	LLC
2 Big Frank BBQ	572 WATERTOWN AVE	LLC
3 FRANKIES ENT.	358 CHASE AVE	CORP
4 Abbey Vending	350 CHASE RIVER RD	Sole Prop

(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 Joseph Calazzo	Sole Prop		
2			
3			
4			

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

Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1 Joseph Calazzo		Frankies Enterprise	Chase Ave	
2 Joseph Calazzo		Chestnut Group	Chase Ave	
3 Joseph Calazzo		CALAZZO ASSOC	WtBy Ct	
4 Joseph Calazzo		Abbey Group	WtBy Ct	

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

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1 Abbey Vending Co	WtBy Ct	WtBy Ct
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.

SOLE PROPRIETOR COMPANY RESOLUTION

I, Joseph Caiazzo, hereby certify that I am the owner duly authorized and acting owner of the Abbey Vending Company, organized and existing under the laws of the State of Connecticut, and do hereby certify that the following facts are true and were taken from the records of said sole proprietorship.

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

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

IN WITNESS WHEREOF, I hereunto set my hand of the Abbey Vending Company, this fourth day of June, 2018.

A handwritten signature in black ink, appearing to read 'Joseph Caiazzo', with a large, stylized loop at the end.

Joseph Caiazzo, Owner