

Board of Education

RESCHEDULED REGULAR MEETING

Tuesday, June 13, 2023 – 5:30 p.m.

Waterbury Arts Magnet School, 16 South Elm Street, Waterbury, CT

This meeting will be broadcasted live on the City of Waterbury's Government Access Channel (Comcast 96, Frontier 6096) and streamed live on YouTube at <https://youtu.be/zV6XW2K7qTQ>.

A G E N D A

1. Silent Prayer

2. Pledge of Allegiance to the Flag

3. Roll Call

4. Communications

- a) Copy of communication dated May 15, 2023 from Civil Service certifying Christopher Suarez for the position of Accountant I.
- b) Copy of communication dated May 16, 2023 from Civil Service certifying Paul Schoening for the position of Assistant School Inspector.
- c) Copy of communication dated May 16, 2023 from Civil Service to Sharon Richards regarding her acceptance of employment for the position of Food Service Worker.
- d) Email communication dated May 18, 2023 from Fawad Qureshi regarding recognizing Eid as a district-wide holiday.
- e) Email communication dated May 18, 2023 from Nouredine Haddioui regarding Eid holidays.
- f) Email communication dated May 18, 2023 from Michaela Barratt regarding Eid.
- g) Email communication dated May 26, 2023 from CABA regarding Policy Highlights.
- h) Copy of communications dated May 22, 2023 from Civil Service certifying Michael Rosa, Tyson Torsiello, Evan DeVico, Isaiah Powell, and Matthew Myers for the position of Motor Equipment Operator.
- i) Copy of communication dated May 30, 2023 from Civil Service certifying Christopher Churchill for the position of Maintainer I.
- j) Communication dated June 7, 2023 from Chairman Paul Buzzelli, Finance and Audit Review Commission, regarding Information Technology Equipment Audit.

5. Public Addresses the Board - All speakers are encouraged to submit prepared written statements to the Commissioners. Comments shall be limited to a maximum of five minutes. There will be no responses this evening to any questions or concerns raised; they will be referred to the Administration for review and response.

6. Superintendent's Announcements

7. President's Comments

8. Student Representatives Comments

9. Executive Session for discussion concerning the appointment, employment, performance, evaluation, health, or dismissal of a public officer or employee.

10. Committee on School Personnel – Vice President Hernandez

- 10.1 West Side Middle School Vice principal appointment.
- 10.2 Supervisor of Special Education appointment.

11. Committee of the Whole – Vice President Hernandez

- 11.1 Request approval of draft "A" of the revised 2023/2024 school year calendar.
- 11.2 Request approval of a Connecticut Youth Employment Amended Worksite Agreement with Northwest Regional Workforce Investment Board.

12. Consent Calendar

- 12.1 *Committee on Finance:* Request approval of Amendment One (1) to the Professional Services Agreement with Sue Vivian, Consultant, for services under the Quality Enhancement Grant.
- 12.2 *Committee on Finance:* Request approval of Amendment Three (3) to the Agreement with Adelbrook, Inc. for educational services for children with disabilities.
- 12.3 *Committee on Finance:* Request approval of Amendment One (1) to the Agreement with American School for the Deaf for educational services for children with disabilities.
- 12.4 *Committee on Finance:* Request approval of Amendment One (1) to the Agreement with Area Cooperative Educational Services (ACES) for educational services for children with disabilities.
- 12.5 *Committee on Finance:* Request approval of Amendment One (1) to the Agreement with Aspire Living & Learning, Inc. f/k/a The Institute of Professional Practice, Inc. for educational services for children with disabilities.
- 12.6 *Committee on Finance:* Request approval of Amendment One (1) to the Agreement with Benhaven, Inc. for educational services in for children with disabilities.
- 12.7 *Committee on Finance:* Request approval of Amendment One (1) to the Agreement with Cooperative Educational Services for educational services for children with disabilities.
- 12.8 *Committee on Finance:* Request approval of Amendment One (1) to the Agreement with Specialized Education of Connecticut, Inc. d/b/a High Road School for educational services for children with disabilities.
- 12.9 *Committee on Finance:* Request approval of Amendment One (1) to the Agreement with St. Vincent's Special Needs Center, Inc. for educational services for children with disabilities.

- 12.10 *Committee on Finance:* Request approval of Amendment One (1) to the Agreement with University of Saint Joseph for educational services for children with disabilities.
- 12.11 *Committee on Finance:* Request approval of Amendment One (1) to the Agreement with Waterford Country School, Inc. for educational services for children with disabilities.
- 12.12 *Committee on Finance:* Request approval of an Agreement with Hartford Hospital, through the Institute of Living's Grace S. Webb School, for educational services for children with disabilities.
- 12.13 *Committee on Finance:* Request approval of an Agreement with Children's Community School, Inc., for transitional services for children with disabilities.
- 12.14 *Committee on Finance:* Request approval of an Agreement CW Resources, Inc. for transitional services for children with disabilities.
- 12.15 *Committee on Finance:* Request approval of an Agreement with Hispanic Coalition of Greater Waterbury, Inc. LLC for transitional services for children with disabilities.
- 12.16 *Committee on Finance:* Request approval of Amendment One (1) to the Agreement with Capital Region Education Council (CREC) for psychological services.
- 12.17 *Committee on Finance:* Request approval to apply for the CSDE Primary Mental Health Program Grant.
- 12.18 *Committee on Finance:* Request approval of Amendment Four (4) to the Agreement with Milestone C, LLC for Aerospace, Engineering and Computer Science Curriculum.
- 12.19 *Committee on Finance:* Request approval of Amendment Four (4) to the Professional Services Agreement with Cormier Consulting, LLC for teacher and administrator professional development.
- 12.20 *Committee on Finance:* Request approval of an Amendment with Waterbury Youth Services Inc. for the Waterbury Youth Services' Reboot Pilot Program.
- 12.21 *Committee on Finance:* Request approval of an Amendment to the Professional Services Agreement with PowerSchool Group, LLC for Naviance by PowerSchool for consulting and professional learning services.
- 12.22 *Committee on Finance:* Request approval of Amendment Four (4) to the Professional Services Agreement with ESS Northeast, LLC for substitute teachers and paraprofessional staffing.
- 12.23 *Committee on Finance:* Request approval of contract with CT Combustion Corporation for boiler system replacement at Driggs and Generali Elementary Schools.

- 12.24 *Committee on Finance:* Request approval of contract with CT Combustion Corporation for boiler system replacement at Maloney Magnet School and Washington Elementary School.
- 12.25 *Committee on Finance:* Request approval of a contract with Utility Communications, Inc. for S2 Maintenance and Milestone Service and Support.
- 12.26 *Committee of the Whole:* Request approval of the Educational Specifications for the proposed Chase Municipal Building Rehabilitation Project.
- 12.27 *Committee on Building & School Facilities:* Use of school facilities by school organizations and/or City departments.
- 12.28 *Committee on Building & School Facilities:* Use of school facilities by outside organizations and/or waiver requests.

13. *Items removed from Consent Calendar*

14. *Committee on Finance* – Commissioner Orso

- 14.1 Request approval of the 2023/2024 Department of Education Operating Budget.
- 14.2 Request approval of Amendment One (1) to the Master Professional Services contract with Silver Petrucelli and Associates, Inc. for School Building HVAC and Mechanical Solutions/Assessment, Design and Engineering Services on an as-needed basis.
- 14.3 Request approval of Amendment One (1) to the Master Professional Services contract with EDM Architecture & Engineering, PC for School Building HVAC and Mechanical Solutions, Assessment, Design and Engineering Services.
- 14.4 Request approval of Amendment One (1) to the Master Professional Services Agreement with BL Companies Connecticut, Inc. for School Building HVAC and Mechanical Solutions Assessment, Design and Engineering Services.
- 14.5 Request approval of a Contract with AirCare Environmental Services, Inc. for Air Duct Cleaning at Crosby/Wallace, Wilby/North End, Kennedy High School and West Side Middle School.
- 14.6 Request approval of Amendment Two (2) to the Professional Services Agreement with Robert Davis d/b/a Summit Support Services to provide Board Certified Behavior Analyst Services for students with disabilities.
- 14.7 Request approval of a Professional Services Agreement with Access Rehab Centers, LLC to provide Speech and Language Therapy Services.
- 14.8 Request approval of a Professional Services Agreement with The Stepping Stones Group, LLC for Speech and Language Therapy Services.

- 14.9 Request approval of a Professional Services Agreement with Access Rehab Centers, LLC to provide Occupational and Physical Therapy Services.
- 14.10 Request approval of a Professional Services Agreement with Connecticut Behavioral Health, LLC to provide Registered Behavior Technician Services.
- 14.11 Request approval of a Professional Services agreement with Stepping Stone to provide Registered Behavior Technician Services.
- 14.12 Request approval of a Professional Services agreement with Apex Educational Solutions, LLC to provide Registered Behavior Technician Services.
- 14.13 Request approval of a Professional Services Agreement with Connecticut Behavioral Health, LLC to provide Board Certified Analyst Services.
- 14.14 Request approval of a Professional Services agreement with Stepping Stone to provide Board Certified Analyst Services.
- 14.15 Request approval of a Professional Services agreement with Apex Educational Solutions, LLC to provide Board Certified Analyst Services.
- 14.16 Request approval of Amendment One (1) to the Professional Services Agreement with Imagine Learning LLC for online learning systems.
- 14.17 Request approval of Professional Services Agreement with YouScience, LLC for Career Skills Certifications.
- 14.18 Request approval of Amendment One (1) to the Professional Services Agreement with Facility Support Services for on-call Environmental Services and Ahera Inspection.

15. Committee on Policy & Legislation – Commissioner Brown.

- 15.1 Request approval of revised policy 5114 – Suspension and Expulsion.
- 15.2 Request approval of new policy 5144.4 – Physical Exercise and Discipline of Students.
- 15.3 Request approval of the submission of a Resolution Proposal to CABA regarding Alliance School District obligations.

16. Superintendent's Notification to the Board

- 16.1 Extended Academic Support (EAS) Summer School appointments:

<u>Name</u>		<u>Location</u>	<u>Position</u>
Booker	Wanda	HS @ WAMS	Hall Monitor
Bernardini	James	HS @ WAMS	Hall Monitor
Helman	Emma	HS @ WAMS	Science

Gilmore	Jordan (external)	WSMS	
Patnaude	Nicholaus	WSMS	ELA
Burgess	Susan	NEMS	Math grade 6
Demiraj	Brunilda	NEMS	Bilingual
Galpin	Lindsay (external)	NEMS	ELA
Garcia	Zulma	NEMS	Bilingual
Abarzua	Lauren	Carrington	Kindergarten
Albanese	Thomas	Carrington	2nd
Davino	Melissa	Carrington	Kindergarten
Doolan	Heidi	Carrington	Kindergarten
Doyle	Kylie (external)	Carrington	Teacher
Fleming	Sonya	Carrington	1st
Gorman	Regina	Carrington	1st
Marquez	Chakira	Carrington	5th
Morales	Barbara	Carrington	5th
Palmer	Christina	Carrington	1st
Pastore-Quezada	Paula-Ann	Carrington	2nd
Robinson	Debra	Carrington	SW Facilitator
Rosado	Jeffrey	Carrington	4th
Ventura	Lisa	Carrington	Secretary
Winston	Aina	Carrington	3rd
Campbell	Lloyd	Duggan	Elem. Counselor
DeSena	Deanna	Duggan	Kindergarten
Field	Susan	Duggan	5th
Gaudiosi	Karen	Duggan	3rd
Johnson	Domonique	Duggan	Secretary
Mancini	Mark	Duggan	4th
McCasland	Maureen	Duggan	Kindergarten
Ouellette	Katelynn	Duggan	5th
Rush	Colleen	Duggan	1 st Substitute
Teel	Makenzie	Duggan	5th
Thibeault	Jolene	Duggan	3rd
Wells	Kelley	Duggan	4th
Blake	James	Gilmartin	5th
Guerrera	Aimee	Gilmartin	Kindergarten
Hulteen	Lisa	Gilmartin	4th
Kershaw	Tania	Gilmartin	2nd
McCue	Erin	Gilmartin	4th
McManus	Michael	Gilmartin	Elem. Counselor
Porcaro	Stefanie (external)	Gilmartin	Teacher
Rizzo	Lisa	Gilmartin	SW Facilitator
Savarese	Catherine	Gilmartin	Kindergarten
Smolley	Nicole	Gilmartin	1st
Sodano	Bridgette	Gilmartin	3rd
Tejada	Felizaida	Gilmartin	3rd
Virdee	Robin	Gilmartin	2nd
Wehry	Nina	Gilmartin	Secretary
Bell,	Teresa	Reed	3rd
Betancourt	Patty	Reed	3rd

Cavila	Emily (external)	Reed	Teacher
Chieppo	Christopher (external)	Reed	Teacher
Ciccone	Melissa	Reed	SW Facilitator
Cruz	Mayra	Reed	5th
Edwards	Cara	Reed	4th
Grassi	Carmen	Reed	Secretary
Marquez	Chakira	Reed	5th
Milera-Rivera	Lyriss	Reed	1st
Nazario	Katherine	Reed	2nd
Osagie	Nancy (external)	Reed	Teacher
Reddinger	Megan	Reed	Kindergarten
Robalino	Alexandra	Reed	Kindergarten BL
Rosa	Pamela	Reed	Elem. Counselor
Roy	Brittany	Reed	Kindergarten
Scanlon	Amy	Reed	2nd
Tuite	Maeve	Reed	4 th

16.2 Extended School Year (ESY) Summer School appointments:

<u>WTA Teachers</u>	<u>WTA Support Staff</u>	<u>Paras as teachers</u>	<u>Paraprofessionals</u>
Bleu, Lisa	Atkins, Debra	Clemente, Nera	Bouley, Allyssa
Boamong, Christine	Bandurski, Andrew	Dowdell, Angelica	Cintron, Miriam
Burke, Heather	Fay, Heidi	Forestier, Sarah	Diaz, Mildred
Daly, Terri	Grabherr, Karen	Grossman, Melissa	Gibson, Patrick
Delano, Teresa	Jester, Kristin	Hage, George	Harrison, Arthur
Dilonardo, Rachel	Krampitz, Paula	Kowal, Michelle	Hunter, Zaire
Felton, Margaret	Lehane, Danielle	Marchetti, Michelle	Lucas, Leteacia
Frigo, Mark	Masayda, Rebecca	Padua, Maria	Mcleod, Delmore
Grendzinski, Katie	Morales, Elizabeth	Potts, Tawnesha	Ortiz, Maegan
Grillo, Heather	Murphy, Jame	Rinaldi, Joseph	Pittman, Alexi
Hart, Rebecca	Sonnenschein, Esther	Rodriguez, Jessica	Quintana, Carolyn
Kaponis, Rachael	Zamora, Angel	Silver, Sarah	Santiago, Maritza
Laurent, Janine		Sylvester, Christiana	
Mancini, Laure-Lyne		Teal, Amanda	
Murphy, Army			
Piccolo, Carla			
Quispe, Magda			
Rivera, Ana			
Rupe, Michele	<u>External Applicant</u>	<u>ESS Sub</u>	
Schaefer, Courtney	Robinson, Yolanda	Capobiano, Olivia	
Scrivano, Cynthia			

16.3 Miscellaneous Summer School Programs appointments:

<u>Name</u>	<u>Position</u>	<u>Location/Program</u>
Alexander, Lisa	Secretary (partial)	RMS
Biolo, Dawn	Math Coach	RMS
Coles, Antonio	AV Tech (partial)	RMS
Cruess, Carla	Principal	RMS
Daddona, Stacy	Classroom Assistant	RMS
Desanto, Christine	Grade 5	RMS

Gannon, Daniel	Grade K	RMS
Ignacio, Lyndsy	Grade 1	RMS
Kodra, Filloreta	Classroom Assistant	RMS
Matthews, Julia	Sub	RMS
Monroe, Mary	Grade 3	RMS
Rosser, Joseph	Computer Tech (partial)	RMS
Russaw, Crystal	Grade PreK	RMS
Salvatore, Melissa	Classroom Assistant	RMS
Santovasi, Monica	Sub	RMS
Simoes, Odet	Sub	RMS
Stevens, Jeanne	Literacy Coach	RMS
Tytymoe, Yllke	Classroom Assistant	RMS
Wallace Dana	Administrator Sub	RMS
Zaccagnini, Krista	Grade 2	RMS
Budd, Ryan	Interdisciplinary	NEMS Summer School
Purnawasi, Muniram	Math	CHS Early College High Summer
Sterling, Loraine	ELA	CHS Early College High Summer
Correa, Jennifer	Science	CHS Early College High Summer
Delarosa, Mary	SEL	CHS Summer Transition
Mahan, Jill	Math	CHS Summer Transition
Zeolla, Michelle	ELA	CHS Summer Transition
Moutinho, Ashley		KHS Summer Transition
Szwaba, Brigitt		KHS Summer Transition
Lawrence, Diana		KHS Summer Transition
Braun, Brooklyn	Teacher	WMS Academic Academy
Farley, Amanda	Sub	WMS Academic Academy
Gluz, Debra	Teacher	WMS Academic Academy
Hill, Elaine	Teacher	WMS Academic Academy
Lucian, David	Sub	WMS Academic Academy
Betjemann, Eva	Grade 5 to 6 Teacher	WAMS Summer Transition
Burrus, John	Student Behaviorist	WAMS Encore
Burrus, John	SEL	WAMS Summer Transition
O'Brien, Nicholas	Math	WAMS Summer Transition
DeFrancesco, Nora	ELA	WCA Summer Transition
Figueroa, Victor	Math	WCA Summer Transition
Malcolm, Jacqueline	SEL	WCA Summer Transition
Valletta, Marnie	ELA	WHS Summer Transition
Jusino, Jillian	Math	WHS Summer Transition
Morrow, Olivia	SEL	WHS Summer Transition
Basile, David	Administrator	WHS Summer School
Kelly, Wendy	Counselor	WHS Summer School
Johnson, Joshua	Business/Elective	WHS Summer School
Erdmann, Michael	Special Ed	WHS Summer School
Porco, Abigail	Math	WHS Summer School
Harris, Marquis	English	WHS Summer School
DiCarlo, Marissa	Social Studies	WHS Summer School
Bruce, Jamel	Special Ed	WHS Summer School
Bryrd, Diana	Business/Elective	WHS Summer School
McCarthy, Erica	Social Studies	WHS Summer School

Cassano, V. Anthony	Physical Education	WHS Summer School
Roth, Ellen		Summer Advisory Committee
Johnson, Tennyson		Summer Advisory Committee
Murtaza, Saima		Summer Advisory Committee
Cybart-Persenaire, Alena		Summer Advisory Committee

16.4 Summer Curriculum Committee appointments:

<u>Name</u>	<u>Position</u>
Cancro, Dana	Counseling Curriculum
Cremens, Lauren	Counseling Curriculum
Desjardina, Melissa	Counseling Curriculum
Moutinho, Ashley	Counseling Curriculum
Poulter, Craig	Counseling Curriculum
Stellmach, Caryn	Counseling Curriculum
Westerville, Jennifer	Counseling Curriculum
Abuhamed, Hoda	Career & Technical Education Curr.
Bunko, Katherine	Career & Technical Education Curr.
Jannetty, Dana	Career & Technical Education Curr.
Johnson, Tennyson	Career & Technical Education Curr.
Lucas, Michele	Career & Technical Education Curr.
Lucian, David	Career & Technical Education Curr.
Mucciachiaro, Kathryn	Career & Technical Education Curr.
Perkins, Chris	Career & Technical Education Curr.
Valenti, Michele	Career & Technical Education Curr.
Deldebbio, Joe	Secondary Science Curr. (Environmental)
Tolly, Bianca	Secondary Science Curr. (Biology)

16.5 Adult Education summer appointments effective July 3, 2023:

<u>NAME</u>		<u>POSITION</u>	<u>HRS/RATE</u>
<u>ADULT HIGH SCHOOL CREDIT DIPLOMA (AHSCDP):</u>			
Glass	Rosalyn	Substitute	@\$34.00 p/hr.
Highsmith	Carolyn	Health Instructor	21 hrs. p/wk. @ \$34.00 p/hr.
Mobilio	James	Social Studies Instructor	21 hrs. p/wk. @ \$34.00 p/hr.
Moreau	Margaret	Math Instructor	21 hrs. p/wk. @ \$34.00 p/hr.
Mottillo	Carissa	English Instructor	21 hrs. p/wk. @ \$34.00 p/hr.
Person	Jocelyn	Science Instructor	21 hrs. p/wk. @ \$34.00 p/hr.
Riemer	Wayne	English Instructor	21 hrs. p/wk. @ \$34.00 p/hr.
<u>CT ADULT VIRTUAL HIGH SCHOOL:</u>			
Barbieri	Stephen	Coordinator	5 hrs. p/wk. @ \$26.79 p/hr.
Scurso	Laurie	Mentor	4 hrs. p/wk. @ \$34.00 p/hr.
<u>AHSCDP INDEPENDENT PROJECTS:</u>			
Curci	Joseph	Earth Science	10 hrs. p/wk. @ \$34.00 p/hr.
Glass	Rosalyn	English Usage	10 hrs. p/wk. @ \$34.00 p/hr.
<u>ADULT BASIC EDUCATION (ABE)/GENERAL EDUCATION DEVELOPMENT (GED):</u>			
Baranowski	Judith	ABE Instructor	21 hrs. p/wk. @ \$34.00 p/hr.
McDonald	Brian	GED Instructor	21 hrs. p/wk. @ \$34.00 p/hr.

<u><i>GUIDANCE STAFF:</i></u>			
Aucella	Laurence	ESL School Counselor	21 hrs. p/wk. @ \$34.00 p/hr.
Jordan	Ellen	School Counselor	21 hrs. p/wk. @ \$34.00 p/hr.
Volikas	Katherine	School Counselor	21 hrs. p/wk. @ \$34.00 p/hr.
<u><i>ENGLISH AS A SECOND LANGUAGE (ESL):</i></u>			
Chesnas	Stanley	ESL Facilitator	30 hrs. p/wk. @ \$34.00 p/hr.
Salgado	Roberto	ESL Instructor	12 hrs. p/wk. @ \$34.00 p/hr.
Scurso	Laurie	ESL Instructor	12 hrs. p/wk. @ \$34.00 p/hr.
Stinson	Rebecca	ESL Instructor	12 hrs. p/wk. @ \$34.00 p/hr.
Khafi	Ermonela	ESL Instructor	12 hrs. p/wk. @ \$34.00 p/hr.
<u><i>LITERACY, ADULT AND COMMUNITY EDUCATION SYSTEMS (LACES):</i></u>			
Monaco	Roxanne	Administrator	12 hrs. p/wk. @ \$38.33 p/hr.
<u><i>TECHNOLOGY:</i></u>			
Blancato	Alfred	Computer Analyst	30 hrs. p/wk. @ \$24.00 p/hr.
Santoro	Joseph	Computer Analyst	30 hrs. p/wk. @ \$24.00 p/hr.
<u><i>EDUCATIONAL AIDES:</i></u>			
Nonamaker	Kim	ABE	21 hrs. p/wk. @ \$21.50 p/hr.
Pelletier	Laurie	GED	21 hrs. p/wk. @ \$21.50 p/hr.
SantaBarbara, Sr.	Louis	Res. Room/Registration	21 hrs. p/wk. @ \$21.50 p/hr.
<u><i>GED EXAMINATION:</i></u>			
Bacik	Madeleine	CBT Test Administrator	As needed @ \$27.36 p/hr.
Felton	Tanya	CBT Test Administrator	As needed @ \$17.56 p/hr.
Rinaldi	Nancy	CBT Test Administrator	As needed @ \$15.85 p/hr.
Iasevoli	Luigi	Saturday Security	As needed @ \$20.00 p/hr.
<u><i>SECURITY:</i></u>			
Iasevoli	Luigi	Security	35 hrs. p/wk. @ \$20.00 p/hr.
<u><i>CUSTODIAL/AIDES:</i></u>			
Cintron	Cameron	Security/Custodial Aide	35 hrs. p/wk. @ \$15.54 p/hr.
Evon	Randy	Security/Custodial Aide	35 hrs. p/wk. @ \$15.54 p/hr.
Iaiennaro	Michael	Security/Custodial Aide	35 hrs. p/wk. @ \$15.54 p/hr.
Iasevoli	Peter	Head Custodian	35 hrs. p/wk. @ \$16.50 p/hr.
McLean	William	Security/Custodial Aide	35 hrs. p/wk. @ \$15.54 p/hr.

16.6. Voluntary Clean Opening transfers effective 2023/24 school year (08/23/23):

<u><i>LAST</i></u>	<u><i>FIRST</i></u>	<u><i>FROM: Previous School Location (Temporary)</i></u>	<u><i>TO: New School Location (Permanent)</i></u>
Arzuaga	Karen	Districtwide SLP	Districtwide SLP
Awwad	David	WMS Science Gr 7	WMS Science Gr 7
Bajraktarevic	Zehra	Regan Elem. School Counselor	Regan Elem. School Counselor
Bonvento	Victoria	WAMS Science Gr 7	WAMS Science Gr 7

Calmar	Charles	State Street Tech Ed - Info Tech/Construction	State Street Tech Ed - Info Tech/Construction
Cassella	Mark	WMS ELA Gr 6	WMS ELA Gr 6
Diorio	Jennifer	WAMS Math MS Gr 7	WAMS Math MS Gr 7
Dipietro	Michelle	Bucks Hill Spec. Ed - CBL Prog.	Bucks Hill Spec. Ed - CBL Prog.
Dobransky	Christopher	WHS PE/Health	WHS PE/Health
Ferati	Jeanette	Maloney Gr 1	Maloney Gr 1
Frigo	Mark	WHS Spec. Ed - Essential Skills	WHS Spec. Ed - Essential Skills
Gracy	Andrea	Tinker Gr K	Tinker Gr K
Haynes	Ralph	WHS Spec. Ed-Work to Trans.	WHS Spec. Ed-Work to Trans.
Johnson	Joshua	WHS Business	WHS Business
Mannikko	Forest	WHS ELA HS	WHS ELA HS
Marchand	Jeremy	WMS Social Studies MS	WMS Social Studies MS
McAloon	Katelyn	DW Social Worker	DW Social Worker
Milera-Rivera	Lyriss	Bunker Hill Gr 1	Bunker Hill Gr 1
Murph	Tyrone	Gilmartin Gr 5	Gilmartin Gr 5
Murtishi	Shaban	NEMS PE/Health	NEMS PE/Health
O'Keefe	Kathleen	WSMS ESL	WSMS ESL
Reynolds	Erin	Reed ELA Gr 6	Reed ELA Gr 6
Saucier	Anne Marie	Sprague Special Ed Elem.	Sprague Special Ed Elem.
Segarra	Israel	Tinker Gr 5	Tinker Gr 5
Shippee	Kieran	KHS PE/Health	KHS PE/Health
Simpson-McGowan	Dainty	Reed Math/Science Gr 6	Reed Math/Science Gr 6
Stolfi	Christine	KHS Special Ed - STEP 2 NVCC Program	KHS Special Ed - STEP 2 NVCC Program
Taylor	Jamie	Bucks Hill Spec. Ed - CBL Prog.	Bucks Hill Spec. Ed - CBL Prog.
Tiru	Eddie	WHS ESL	WHS ESL
Tuite	Maeve	Bucks Hill Gr 4	Bucks Hill Gr 4
Valeri	Robert	CHS Social Studies HS	CHS Social Studies HS
Vasquez	Valerie	Walsh Gr K	Walsh Gr K
Williams	Chelcey	Regan Gr K	Regan Gr K
Winston	Aina	Driggs Gr 3	Driggs Gr 3
<u>LAST</u>	<u>FIRST</u>	<u>FROM: Previous School Location</u>	<u>TO: New School Location</u>
Barone	Stephen	Enlightenment Social Studies	Reed Social Studies MS. Gr 7
Bizati	Liridona	Wilson Gr 3	International Gr 3 English
Caron-Lichaj	Nicole	Enlightenment FCS - Child Dev.	KHS FCS-Home Economics
Cassidy	Haley	Rotella Gr 4	NEMS Math MS. Gr 6
Choi	Michele	Reed Gr 5	Wendell ELA MS Gr 6
Cipriano	Stacy	Regan Gr 2	WMS ELA MS Gr 6
Danziger	Byron	Wendell PE/Health	Walsh PE/Health
Fengler	Kelly	Wilson Gr 2	Driggs Gr 2
Ferrucci	Kathleen G	Kingsbury Gr 4	Kingsbury Gr 3
Freitas	Ashley	WCA Math HS	WCA Guidance Counselor
Gjolle	Besmira	Generali ESL	WCA/Wilson Split ESL
Gonzalez Perez	Emilse	CHS World Language - Spanish	WAMS World Lang. - Spanish
Gutierrez	Jon	WMS Computer Ed	WMS ELA MS Gr 8

Hernandez-Santiago	Cynthia	WMS Special Ed MS	Enlightenment Special Ed HS
Homewood	Gregory	Washington Gr K	Tinker Gr K
Klesyk	Mary	Bucks Hill Gr 5	Washington Gr 4
LeVasseur	Daniel	Wilson Gr 5	Carrington Gr 2
Mancinone	Taylor	Chase Gr 3	Chase Gr 1
McCartin	Sarah	Wendell Social Studies Gr 6	Wendell Social Studies Gr 7-8
McKenna	Eibhlin	Chase Gr 5	Chase Literacy Title I
Mercogliano	Cyndi	WMS ELA Gr 8	CHS ELA HS
Mulla	Julita	Sprague Gr 4	Generali Gr 2
Newman	Suzanne	Sprague Gr 1	Carrington Reading
Otero Lopez	Javier	Hopeville Bilingual Gr 4	KHS Bilingual Science
Paolino	Antionietta	Wilson Gr 2	Wilson ESL
Philips	Cheryl	Rotella Gr 5	Kingsbury Gr 5
Pierce	Karen	Enlightenment Special Ed MS	Carrington Special Ed MS
Rayer	Pauline	Rotella Gr K	Wilson Gr K
Rodriguez Velez	Nanichi	Bucks Hill Bilingual Gr 2	International Gr 3 Spanish
Ruiz	Jessica	Bunker Hill Gr 5	WSMS ELA MS Gr 6
Swanson	Lisa	State Street Business	Walsh Gr 1
Terenzi	Timothy	WMS PE/Health	WHS PE/Health
Testa	Michelle	Wendell Library Media Spec.	Bunker Hill Library Media Spec.
Tramontanis	Brittany	Tinker Gr 3	Kingsbury Gr 4
Uraco	Rachel	Wilson Gr 5	Tinker Gr 3
Wallace	Kara	Rotella Gr 2	Rotella Math Facilitator
Williams	Richard	WMS Math MS Gr 6	WMS Numeracy MS

16.7 Involuntary building transfers effective 2023/24 school year (08/23/23):

<u>LAST</u>	<u>FIRST</u>	<u>FROM: Previous School</u>	<u>TO: New School</u>
Barbati	Donna	Carrington Special Ed - Essential Skills	Carrington Special Ed Elem.
Brady	Charlotte	Driggs/International Split Library Media Specialist	Sprague Library Media Specialist
Colby	Shannon	Washington Gr 5	Washington Gr 3
Collins	Brittney	Sprague Gr 2	Sprague Gr 1
Crespo	Brianna	Carrington Gr 5	Bunker Hill Gr 5
DeMatteis	Jennifer	Bunker Hill Literacy Facilitator	Washington Literacy Facilitator
DosSantos	Shannon	Non-Public Special Ed	Duggan/Non-Public Special Ed
Els	Cortney	International/Bucks Hill Annex Split PE/Health	WSMS PE/Health
Fitzpatrick	Kevin	Wendell ELA MS Gr 6	Wendell ELA MS Gr 7
Gawlak	Peter	WSMS PE/Health	Wallace PE/Health
Gomez	Bridgette	Washington Gr 1	Washington Gr K
Gorman	Daniel	Chase Gr 4	Chase Gr 5
Gruner	Laureen	Rotella Gr 5	Rotella Gr 5 Science
Gundersen	Lauren	Rotella Gr K	Rotella Gr 5
Iacovone-Bolvin	Rachel	Carrington Gr 2	Carrington Gr K

Johnson	Koral	Carrington Literacy Facilitator	Carrington/International Split Literacy Facilitator
Lin	Amanda	Walsh Library Media Specialist	Walsh/International Split Library Media Specialist
Lopez	Myra	NEMS ESL	Kennedy ESL
Magas	Mark	Wilby Special Ed	State Street Tech Ed - Culinary
Martinez	Kristina	Bucks Hill Literacy Facilitator	Bunker Hill Literacy Facilitator
Mas-Batista	Sierra	Wendell Gr K	Wendell Gr 1
Mendela	Rebecca	Generali Gr 4	Generali Gr 1
Muro	Candida	Rotella Gr 4	Rotella Gr 2
Perez	Eric	Washington/Regan Split PE/Health	International/Regan Split PE/Health
Rendon-Moreno	Miguel	Bucks Hill Bilingual Grade 3	Bucks Hill Special Ed Elem.
Reeves	Kenneth	Bunker Hill Special Ed Elem.	Enlightenment Special Ed MS
Rivera Gierbolini	Jose M.	Hopeville Bilingual Literacy Priority Schools	Crosby World Language Spanish
Robalino	Alexandra	Bucks Hill Bilingual Gr K	Hopeville Bilingual Literacy Priority Schools
Santos	Melanie	Washington Gr 2	Washington Gr 4
Schwarz	Kathryn	Wendell SS MS Gr 7-8	Wendell SS MS Gr 6-7
Shwartz	Amilia	Washington Gr 3	Washington Gr 5
Williams	Patricia	Crosby Literacy Facilitator	Crosby/Kennedy Split Literacy Facilitator

16.8 Resignations

<u>Name</u>		<u>Position</u>	<u>Effective</u>
Aleman	Glorymar	ESL/Kennedy	06/15/23
Gibson	Ricard	PE/Health/Reed	06/15/23
Lawrence	Diana	ELA/Kennedy	08/04/23
Piggott	Taylor	School Counselor/W. Cross	06/15/23
Rinaldi	Kayla	ELA/Rotella	06/15/23
Rodriguez	Melina	Assistant Director of Pupil Services	06/30/23
Wojteczko	Joanna	School Counselor/Gilmartin	06/15/23

17. *Executive Session* for discussion concerning the appointment, employment, performance, evaluation, health, or dismissal of a public officer or employee.

18. *Adjournment*

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON SCHOOL PERSONNEL

Item #10.1

June 13, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on School Personnel moves that the Waterbury Board of Education approve the appointment of _____ as West Side Middle School Vice Principal, effective _____.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON SCHOOL PERSONNEL

Item #10.2

June 13, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on School Personnel moves that the Waterbury Board of Education approve the appointment of _____ as Supervisor of Special Education, effective _____.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE OF THE WHOLE

Item #11.1

June 13, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee of the Whole moves that the Waterbury Board of Education approve draft "A" of the revised 2023/2024 school year calendar.



DRAFT A- Waterbury Public Schools- DRAFT A

2023 ~ 2024 School Year Calendar

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

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

16th - 18th - Administration Professional Learning
21st - 22nd - New Teacher Orientation - 7hr.
23rd - Professional Development Day - 7hr.
24th - Professional Development Day - 7hr.
25th - Professional Development Day - 7hr.
28th - First Day of School

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

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

4 Days

20 Days

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

4th - Professional Development - 7hr. - No School
9th - Columbus/Indigenous Peoples' Day - No School
11th - Early Dismissal / PD Day
18th and 25th - CN Early Dismissal / PD Day

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

1st - Professional Development - 7hr. - No School
2nd - End of the 1st MP: HS/MS/Elem
7th - Election Day - No School
10th - Veterans Day - No School
14th - Grade Submission Ends - 9AM
21st - Distribute 1st MP Report Cards: HS/MS/Elem
22nd - Early Dismissal - Thanksgiving Recess
23rd & 24th - Thanksgiving Recess - No School
15th, 29th - CN Early Dismissal / PD Day

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

1st - Pre-K & Kindergarten - End of 1st MP
6th - Parent Conference H.S. 5-7pm - Early Dismissal
6th - Parent Conference Elem. 5-7pm - Early Dismissal
6th - Early Dismissal - M.S. - Teacher Collab. /PD
13th - Pre-K & Kindergarten - Grade Submission Ends - 9AM
13th - Parent Conference M.S. 5-7pm - Early Dismissal
13th - Early Dismissal - H.S. & Elem-Teacher Collab/PD
19th - Pre-K & Kindergarten-Distribute 1st MP Report Cards
20th - CN Early Dismissal / PD Day
25th - 29th - Winter Recess - No School

20 Days

17 Days

16 Days

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

1st - New Years Day - No School
2nd - School Resumes
6th - Three Kings Day (Observed)
10th - Early Dismissal / PD Day
15th - Martin Luther King Jr. Day - No School
16th - 19th - Mid-Term Exams - Early Dismissal HS Only
19th - End of the 2nd MP: HS/MS/Elem
29th - Grade Submission Ends - 9AM
17th, 24th, 31st - CN Early Dismissal / PD Day

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

2nd - Distribute 2nd MP Report Cards
7th - Early Dismissal / PD Day
19th - Presidents Day - No School
20th - Lincoln's Day (Observed) - No School
14th, 21st, 28th - CN Early Dismissal / PD Day

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

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

21 Days

19 Days

20 Days

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

3rd - CN Early Dismissal / PD Day
3rd - Grade Submission Ends - 9AM
9th - Distribute 3rd MP Report Cards
10th - Eid Al-Fitr Muslim Holiday - No School
15th - 19th - Spring Recess - No School
24th - Parent Conference H.S. 5-7pm - Early Dismissal
24th - Parent Conference Elem. 5-7pm - Early Dismissal
24th - Early Dismissal - M.S. - Teacher Collab. /PD
25th - Early Dismissal - H.S. & Elem-Teacher Collab/PD
25th - Parent Conference M.S. 5-7pm - Early Dismissal

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

AP Exams dates will be added when obtained
1st - Early Dismissal / PD Day
27th - Memorial Day - No School
8th, 15th, 22nd, 29th - CN Early Dismissal / PD Day

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

** Pre-K - 8th-Grades due 5 days before last day
** Pre-K - 8th-Distribute Report Cards on last day
** H.S. Grade submission ends on last day
Last Day of School shall be Early Dismissal
10th - Last Day of School - Depending on Weather
19th - Juneteenth (Observed)

16 Days

22 Days

6 Days

Full Day Professional Development Day

School Closed

Early Dismissal Professional Development Day

Prepared by the Computer Technology Center

School Day

181 School Days

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

BOE Approved - Pending



2023-2024 Special Observance Days

Board Of Education Policy-6115(a) – Ceremonies and Observances: Can be located on the Waterbury Public School Website or by clicking here: https://www.waterbury.k12.ct.us/userfiles/-4/my%20files/instruction%206000/6115_ceremonies%20and%20observances.pdf?id=532312

Absence for Religious Observation: Student absences for religious observances shall be excused. Furthermore, such absences should not prohibit receipt of attendance related awards nor impact student grades or participation in school events. Parents may exclude their children from programs involving the recognition of religious holidays or if celebration is in conflict with family beliefs. A written request for exclusion should be sent to the Principal.

June 29th	Eid al-Adha (Islamic)	January 6th	Epiphany/Three Kings Day (Christian)
July 18th	Muharram (Islamic New Year)	February 10th	Chinese New Year
September 6th	Krishna Janmashtami (Hindu)	February 14th	Ash Wednesday (Christian)
September 15th – September 17th	Rosh Hashanah (Jewish)	March 10th – April 9th	Ramadan (Islamic)
September 25th	Yom Kippur (Jewish)	March 23rd – March 24th	Purim (Jewish)
September 29th – October 6th	Sukkot (Jewish)	March 25th	Holi (Hindu)
October 15th – October 23rd	Navaratri (Hindu)	March 31st	Easter (Christian)
November 12th	Diwali (Hindu)	April 10th	Eid al-Fitr (Islamic)
December 7th – December 15th	Hanukkah (Jewish)	April 22nd – April 30th	Passover (Jewish)
December 25th	Christmas (Christian)	May 5th	Greek Orthodox Easter
December 26th	Kwanzaa (African American)	June 19th	Juneteenth

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE OF THE WHOLE

Item #11.2

June 13, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee of the Whole moves that the Waterbury Board of Education approve of a Connecticut Youth Employment Amended Worksite Agreement PY 22-23 with Northwest Regional Workforce Investment Board.

Memorandum

To: Board of Education

From: Will Zhuta, Director of Technology, Department of Education

Date: June 8, 2023

Re: Partnership Agreement between Waterbury Public Schools and Northwest Regional Workforce Investment Board (NRWIB) for Summer Youth Program

Waterbury Public Schools seeks to enter into a partnership agreement with the Northwest Regional Workforce Investment Board (NRWIB) to provide selected youth with a valuable work experience opportunity in the IT field. This partnership will facilitate skill development, foster career exploration, and bridge the gap between education and employment. We look forward to collaborating with NRWIB and hosting these youths for a 20-hour-a-week work experience that will contribute to their personal growth and future success in the IT industry.

Objectives:

The partnership agreement between Waterbury Public Schools and the NRWIB aims to achieve several objectives. It seeks to provide youth with a 20-hour-a-week work experience in IT, allowing them to apply their knowledge and skills in a real-world professional environment. It enhances the youth's career awareness and decision-making by immersing them in a professional IT setting, providing valuable insights into the industry.

Expected Benefits:

The collaboration between Waterbury Public Schools and NRWIB significantly benefits the youth involved. It allows them to develop practical skills and gain hands-on experience in the IT field, thereby increasing their employability and preparing them for future career opportunities. Additionally, the partnership fosters community engagement by promoting collaboration between Waterbury Public Schools and NRWIB, contributing to the development of local talent.

Funding:

The Northwest Regional Workforce Investment Board (NRWIB) has committed to funding the project, ensuring the successful implementation of the summer youth program and the 20-hour-a-week work experience for the selected students from Waterbury Public Schools. This financial support demonstrates NRWIB's dedication to investing in developing youth talent in the IT field. Further, it strengthens the partnership between NRWIB and Waterbury Public Schools in achieving the stated objectives.

This agreement is subject to nonsubstantive changes by Corporation Counsel.

**NORTHWEST REGIONAL WORKFORCE
INVESTMENT BOARD**

Connecticut Youth Employment Amended Worksite Agreement PY 22-23

This agreement is made between the City of Waterbury (the contractor: and (the Worksite Agency) Northwest Regional Workforce Investment Board to provide employment, training and educational services to eligible youth participants in the Connecticut (Summer/ Year-Round) Youth Employment Program funded under the State of Connecticut, Dept of Labor.

SECTION I - CONDITIONS

1. The worksite agency/ contractor agrees to comply with all Northwest Regional Workforce Investment Board (NRWIB) regulations, policies, and directives.
2. Participants may not be used to free regular employees to perform other tasks and duties.
3. NRWIB and/or Career Resources staff will have access to worksite records pertaining to this agreement; this will include personnel, payroll records and other related documents. The worksites will be open to NRWIB staff for program monitoring.
4. Where a collective bargaining agreement is in existence, the union or bargaining agency must concur with the content of this agreement. **Note page entitled Union Concurrence.**
5. All worksites must abide by any applicable State or federal Occupational Safety and Health Act (OSHA) standards.
6. Participants shall be paid the minimum wage of \$15.00 per hour
7. This Agreement may be terminated by either party by giving written notice to the other Parties 60 days prior to the termination date.

SECTION II – RESPONSIBILITIES

- A. The worksite agency will:
1. Maintain time and attendance records for each participant. Participants shall sign in when reporting to work and sign out at the completion of their scheduled hours. The participant and the supervisor will sign time and attendance records at the end of the week.
 2. Comply with established payroll procedures and ensure that the participant(s) is paid only for actual time worked.
 3. Provide adequate supervision, direction and assist in participant reviews and evaluations.
 4. Adhere to the training outlines in section III as submitted.
 5. Report accidents to the Office within 24 hours of occurrence.
 6. Notify the Office regarding any problem or concern within 24 hours after being identified.
 7. Comply with any and all provisions of Civil Rights Act of 1964 and the Unfair Employment Practice Act, Public Law 31-126.
 8. Comply with any and all provisions of the Immigration Reform and Control Act of 1986 to include the completion of the INS form, I-9 upon program enrollment. * To be completed by contracted program provider – not host worksite

9. Maintain evaluations on work performance and educational classes. Other program reports will be completed as requested. * To be completed by contracted program provider – not host worksite
10. Refer participants to NRWIB staff as appropriate for counseling.
11. Immediately notify the Office if the number of participants or activities included in this worksite agreement change at any time during the program.
12. Maintain a current and accurate list of worksites and activities. *To be completed by contracted program provider – not host worksite

B. The contractor will: (This does not pertain to the host site)

1. Provide payment to all participants.
2. Maintain earnings, social security and tax records.
3. Maintain workman's compensation coverage on all participants. This shall include general, bodily and property coverage insurance.
4. Provide Counseling services, educational classes and labor market orientation as needed.
5. Train the worksite supervisors; assure his / her attendance at the supervisor's orientation classes to be conducted by the Office prior to the start of the program, provide the supervisor with appropriate written materials to include a copy of this worksite agreement, the orientation handbook and other pertinent documents.

SECTION III – TRAINING OUTLINE

Name of the Worksite: Department of Education, IT Department

Title of Worksite or Work Based Project: Cleaning, Loading and Assembling

Address: 236 Grand Street, Waterbury, CT 06702

Phone: 203-574-8331

Name and Title of On-Site Supervisor: Will Zhuta, Information & Technology

Phone Number of On Site Supervisor: 203-574-8331

Name and Title of Alternate Supervisor: _____

Phone Number of Alternate Supervisor: _____

Ration of Participants to Supervisor: _____ to _____

Participant Job Title

Number of Slots

Slot(s) shall commence on July 7, 2023 and continue until
August 18, 2023 for a period of 6 weeks.

Number of days per week: _____

Day

Time

Hours of Work

Monday

Tuesday

Wednesday

Thursday

Friday

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

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

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

Failure of the worksite to adhere to this agreement shall be cause for termination and said slot(s) at the discretion of the Office. This agreement is subject to Federal Funding availability.

As approved by the Northwest Regional Workforce Investment Board:

Signature Catherine N. Awwad	Title President & CEO	Date
Signature (Albert Chabot II) Agreed by Contract Provider	Title Youth Coordinator	Date
Signature Agreed by Host Worksite	Title	Date

UNION CONCURRENCE

I, _____, as chief representative
for the named bargaining unit, being _____,
do hereby attest that this worksite does not infringe upon or hinder the current
collective bargaining agreement, or negotiations thereof, which exist between this
bargaining unit and the worksite.

Signature

Title

Date

Please sign if not applicable:

Does not apply: _____

Signature

Date

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #12.1

June 13, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve Amendment One (1) to the Agreement with Sue Vivian for Consultant Services under the Quality Enhancement Grant, subject to any non-substantive changes approved by the Corporation Counsel's office.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #12.2

June 13, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve Amendment Three (3) to the Agreement with Adelbrook, Inc. for educational services for children with disabilities as outlined in their Individual Education Plans (IEP), subject to any non-substantive changes approved by the Corporation Counsel's office.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #12.3

June 13, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve Amendment One (1) to the Agreement with American School for the Deaf for educational services for children with disabilities as outlined in their Individual Education Plans (IEP), subject to any non-substantive changes approved by the Corporation Counsel's office.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #12.4

June 13, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve Amendment One (1) to the Agreement with Area Cooperative Educational Services (ACES) for educational services for children with disabilities as outlined in their Individual Education Plans (IEP), subject to any non-substantive changes approved by the Corporation Counsel's office.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #12.5

June 13, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve Amendment One (1) to the Agreement with Aspire Living & Learning, Inc. f/k/a The Institute of Professional Practice, Inc. for educational services for children with disabilities as outlined in their Individual Education Plans (IEP), subject to any non-substantive changes approved by the Corporation Counsel's office.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #12.6

June 13, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve Amendment One (1) to the Agreement with Benhaven, Inc. for educational services for children with disabilities as outlined in their Individual Education Plans (IEP), subject to any non-substantive changes approved by the Corporation Counsel's office.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #12.7

June 13, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve Amendment One (1) to the Agreement with Cooperative Educational Services for educational services for children with disabilities as outlined in their Individual Education Plans (IEP), subject to any non-substantive changes approved by the Corporation Counsel's office.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #12.8

June 13, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve Amendment One (1) to the Agreement with Specialized Education of Connecticut, Inc. d/b/a High Road School. for educational services for children with disabilities as outlined in their Individual Education Plans (IEP), subject to any non-substantive changes approved by the Corporation Counsel's office.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #12.9

June 13, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve Amendment One (1) to the Agreement with St. Vincent's Special Needs Center, Inc. for educational services for children with disabilities as outlined in their Individual Education Plans (IEP), subject to any non-substantive changes approved by the Corporation Counsel's office.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #12.10

June 13, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve Amendment One (1) to the Agreement with University of Saint Joseph. for educational services for children with disabilities as outlined in their Individual Education Plans (IEP), subject to any non-substantive changes approved by the Corporation Counsel's office.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #12.11

June 13, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve Amendment One (1) to the Agreement with Waterford Country School, Inc. for educational services for children with disabilities as outlined in their Individual Education Plans (IEP), subject to any non-substantive changes approved by the Corporation Counsel's office.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #12.12

June 13, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve of an Agreement with Hartford Hospital through Institute of Living's Grace S. Webb School, for a two-year period, to provide educational services for children with disabilities as outlined in their Individual Education Plans (IEP), subject to any non-substantive changes approved by the Corporation Counsel's office.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #12.13

June 13, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve of an Agreement with Children's Community School, Inc. to provide transition services for students with disabilities, for a three-year period and at no cost, subject to any non-substantive changes approved by the Corporation Counsel's office.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #12.14

June 13, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve of an Agreement with C W Resources Inc. to provide transition services for students with disabilities, for a three-year period, subject to any non-substantive changes approved by the Corporation Counsel's office.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #12.15

June 13, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve of an Agreement with Hispanic Coalition of Greater Waterbury, Inc. to provide transition services for students with disabilities, for a three-year period and at no cost, subject to any non-substantive changes approved by the Corporation Counsel's office.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #12.16

June 13, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve Amendment One (1) to the Agreement with Capitol Region Education Counsel (CREC), to provide school psychology services, subject to any non-substantive changes approved by the Corporation Counsel's office.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #12.17

June 13, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve to apply for the 2023-2025 Connecticut State Department of Education Primary Mental Health Program Grant.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #12.18

June 13, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve of Amendment Four (4) to the Agreement with Milestone C, LLC, for Aerospace, Engineering and Computer Science Curriculum, subject to any non-substantive changes approved by the Corporation Counsel's office.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #12.19

June 13, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve Amendment Four (4) to the Professional Services Agreement with Cormier Consulting LLC, to provide Teacher and Administrator Professional Development, subject to any non-substantive changes approved by the Corporation Counsel's office.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #12.20

June 13, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve an Amendment to the Professional Services Agreement with Waterbury Youth Services, Inc. for the Waterbury Youth Services' Reboot Pilot Program, subject to any non-substantive changes approved by the Corporation Counsel's office.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #12.21

June 13, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve Amendment to the Professional Services Agreement with PowerSchool Group, LLC, to provide Naviance by PowerSchool Programming, subject to any non-substantive changes approved by the Corporation Counsel's office.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #12.22

June 13, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve Amendment Four (4) to the Professional Services Agreement with ESS Northeast, LLC to provide Substitute Teachers and Paraprofessional Staffing, subject to any non-substantive changes approved by the Corporation Counsel's office.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #12.23

June 13, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve a Construction Contract with Connecticut Combustion Corporation for Driggs Elementary School and Margaret M. Generali School Boiler Replacements, subject to any non-substantive changes approved by the Corporation Counsel's office.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #12.24

June 13, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve a Construction Contract with Connecticut Combustion Corporation for Maloney Interdistrict Magnet School and Washington Elementary School Boiler Replacements, subject to any non-substantive changes approved by the Corporation Counsel's office.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #12.25

June 13, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve a Professional Services Agreement with Utility Communications, Inc. to provide S2 and Milestone Service and Maintenance Support, subject to any non-substantive changes approved by the Corporation Counsel's office.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE OF THE WHOLE

Item #12.26

June 13, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee of the Whole moves that the Waterbury Board of Education approve the Educational Specifications for the proposed Chase Municipal Building Rehabilitation Project.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON BUILDING & SCHOOL FACILITIES

Item #12.27

June 13, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Building & School Facilities moves that the Waterbury Board of Education approve the use of school facilities, at no charge, by the following school organizations and/or City departments:

GROUP	FACILITIES AND DATES/TIMES
K. Nizzardo	West Side Media Center.: Thursday, August 24, 8am–3pm (Science Prof. Learning Chemical Safety Training)
W. Santarsiero	Crosby gym: Thursday, August 24, 8am–3pm (Paraprofessional Professional Development)
Dr. White	WAMS café: Tues., June 6, 3:30–5:30pm (SELT leader training)
*M. Eckler	Wilby Media Center: Thursday, August 24, 8am–3pm (Prof. Learning for Media Specialists)
*V. Harris	Crosby media ctr. & classroom: Thursday, August 24, 8am–3pm (Professional Development)
*M. Waters	WAMS atrium and café: August 21 & 22, 8am–3pm (new teacher orientation)

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON BUILDING & SCHOOL FACILITIES

Item #12.28

June 13, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Building & School Facilities moves that the Waterbury Board of Education approve the use of school facilities by groups and organizations subject to fees and insurance as required:

GROUP	FACILITIES AND DATES/TIMES
*Yeshiva K' Tana	West Side pool & gym: 6/26–8/17/23; 2:30–3:30 pm
Y. Karr	(summer program)

REQUESTING WAIVERS:

*Hoops To Help	Reed gym: Saturday, July 29, 9am–5pm	
P. Gladding	(basketball tournament) (Rain Date: August 5, 2023)	(\$756.)

GROUPS NOT SUBJECT TO FEES OR WAIVER DUE TO TIME OF USE OR PREVIOUS WAIVER:

*Wtby. Ballers	Career Acad. Gym: 7/5 – 8/17/23	5:30 – 8:00 pm
P. Lott	(basketball program)	

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT
SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT# JUN - 9 2023

APPLICANT Yeshiva Ketana of Waterbury NAME OF ORGANIZATION Yeshiva Ketana of Waterbury
ADDRESS 32 Hillside Ave Waterbury CT 06706 TELEPHONE # 203-528-4147
(street) (city) (state) (zip code)

SCHOOL REQUESTED West Side DATES 6/25-8/17 ROOM(S) Pool and Gym

OPENING TIME 2:30 CLOSING TIME 3:30 PURPOSE Swim & Basketball

ADMISSION (if any) _____ CHARGE TO BE DEVOTED TO _____

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 20 CHILDREN 120

SIGNATURE OF APPLICANT [Signature] DATE 6/9/23

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

Yeshuael Karc 32 Hillside Ave Waterbury CT 06706 203-558-4425

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. [Signature] (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$73/HR plus 1 HR service

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT \$ _____ INSURANCE COVERAGE YES NO

PLEASE READ THE FOLLOWING CAREFULLY

APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.

A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION (IF APPLICABLE)

IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.

POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.

APPROVAL DATE _____ SCHOOL BUSINESS OFFICE

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT
SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT# JUN - 8 2023

APPLICANT Paul Gladding NAME OF ORGANIZATION Hope to Help
ADDRESS 12 Hewlett St (street) (city) (state) (zip code) TELEPHONE # 203 756-5981
SCHOOL REQUESTED Reed DATES July 29th - or Aug 5th ROOM(S) Gym
OPENING TIME 9am CLOSING TIME 5pm PURPOSE Basketball tournament
ADMISSION (if any) NO CHARGE TO BE DEVOTED TO _____
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 50 CHILDREN 50
SIGNATURE OF APPLICANT Paul Gladding DATE 6/8/23
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

(same)

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR plus 1 HR SERVICE PER GUEST. (2) \$756.00
RENTAL FEES: _____
MISCELLANEOUS FEES: _____

SECURITY DEPOSIT \$ _____ INSURANCE COVERAGE YES _____ NO _____

PLEASE READ THE FOLLOWING CAREFULLY

APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.

A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION (IF APPLICABLE)

IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.

POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3462

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.

APPROVAL DATE _____

SCHOOL BUSINESS OFFICE

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.

USE OF SCHOOL FACILITIES
WAIVER REQUEST
(to be submitted with use of Building Permit)



APPLICANT/ORGANIZATION: Quality Life Ministries

Please check below specific item(s):

Building Usage Fees ☐ Custodial Fees ☐

SCHOOL/ROOMS REQUESTED: Reed

DATE(S): <u>July 29</u>	TIMES: <u>9 AM - 5 PM</u>
DATE(S): _____	TIMES: _____
DATE(S): _____	TIMES: _____
DATE(S): _____	TIMES: _____
DATE(S): _____	TIMES: _____
DATE(S): _____	TIMES: _____

<u>6/8/23</u> Date	<u>Paul Hall</u> Signature
-----------------------	-------------------------------

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$ _____	\$ <u>756.00</u>	\$ _____
Building Usage Fees	Custodial Fees	Security Deposit

BOARD USE ONLY

The Board of Education approved/denied the above referenced waiver request(s) at their regular meeting of _____

ATTEST: _____
Clerk, Board of Education

JAN 19 2023

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT
SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT#

APPLICANT Phil Kott NAME OF ORGANIZATION Waterbury Browsers
ADDRESS 54 Joseph St Wtb CT 06705 TELEPHONE # 203 510 4239
(street) (city) (state) (zip code)
SCHOOL REQUESTED WCA DATES 7/5/23 - 8/18/23 ROOM(S) Gymnasium
OPENING TIME 5:30 CLOSING TIME 8:00 PURPOSE Basketball Practice
ADMISSION (if any) none CHARGE TO BE DEVOTED TO _____
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 2 CHILDREN 24
SIGNATURE OF APPLICANT Phil Kott DATE 1/19/23

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: Julia Vasquez

Phil Kott 54 Joseph St Wtb CT 06705 203 510 4239

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. E. L. (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT \$ _____ INSURANCE COVERAGE ☒ YES ☐ NO

PLEASE READ THE FOLLOWING CAREFULLY

APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.

A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION (IF APPLICABLE)

IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.

POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 587-3452

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.

APPROVAL DATE _____ SCHOOL BUSINESS OFFICE

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.

White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

July 5 - Aug. 17
5:30-8pm
Mon. - Thurs.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #14.1

June 13, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve the Department of Education's 2023/2024 Operating Budget totaling \$203,216,739 (\$158,375,000/Board of Alderman adopted appropriation; \$41,216,739/Alliance Year 12; \$450,000/2016-17 Surplus; \$1,000,000/2015-16 Surplus; \$1,000,000/2014-15 Surplus; \$675,000/Contingency Surplus; and \$500,000/City non-lapsing contingency.

Education Department

2023-2024 Proposed Budget Summary

	Expenditures 2021-2022	Approved Budget 2022-2023	Proposed Budget 2023-2024	Difference
Salaries	\$96,593,025	\$141,690,390	\$145,963,162	\$4,272,773
Health Benefits Expense	\$8,095,808	\$8,094,800	\$9,094,800	\$1,000,000
Instructional Expense	\$2,324,817	\$2,500,590	\$2,591,090	\$90,500
Purchased Services Expense	\$33,039,641	\$33,821,054	\$35,936,187	\$2,115,133
Property Expense	\$9,176,339	\$8,667,836	\$8,878,450	\$210,614
Miscellaneous Expense	\$7,620,241	\$760,200	\$753,050	(\$7,150)
New Items	\$0	\$0	\$0	\$0
Gross Budget Proposal	\$156,849,871	\$195,534,869	\$203,216,739	\$7,681,870
Alliance Year 11 (Operating Budget)		(\$33,534,869)	\$0	\$33,534,869
Alliance Year 12 (Operating Budget)		\$0	(\$36,121,594)	(\$36,121,594)
Alliance Year 12 (Portion of ECS / Alliance Increase for Operating Budget)		\$0	(\$5,095,145)	(\$5,095,145)
General Fund 2016-2017 Surplus		(\$450,000)	(\$450,000)	\$0
General Fund 2015-2016 Surplus		(\$1,000,000)	(\$1,000,000)	\$0
General Fund 2014-2015 Surplus		(\$1,000,000)	(\$1,000,000)	\$0
City Non Lapsing Account		(\$500,000)	(\$500,000)	\$0
Contingency Surplus		(\$675,000)	(\$675,000)	\$0
Total Budget Proposal	\$156,850,073	\$158,375,000	\$158,375,000	\$0

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #14.2

June 13, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve of an Amendment to the Master Professional Services Agreement with Silver Petrucelli & Associates, Inc. for School Building HVAC and Mechanical Solutions Assessment, Design and Engineering Services, subject to any non-substantive changes approved by the Corporation Counsel's office.



Rosh Maghfour

Interim Education Building & Facilities

Project Manager

(203) 573-6640

rmaghfour@waterbury.k12.ct.us

MEMORANDUM

DATE: June 5, 2023

TO: Honorable Board of Aldermen
Honorable Board of Education

FROM: Rosh Maghfour, Interim Education Building and Facilities Project Manager *RM*

RE: Executive Summary to Amendment #1 to Master Professional Services Agreement with Silver Petrucelli & Associates, Inc. for School Building HVAC and Mechanical Solutions, Assessment, Design and Engineering Services.

Silver Petrucelli & Associates was awarded a Master Professional Services contract for School Building HVAC and Mechanical Solutions, Assessment, Design and Engineering Services. on July 14, 2022. This contract was initiated under RFP no.7208 and the funding source for this project is Elementary and Secondary School Emergency Relief Fund (ESSER II/ ARP ESSER). The initial agreement was for a period of one year with two-one-year extension options.

As per amendment #1, we are seeking no-cost time extension to the current contract completion date. The extension requested is from the current July 14, 2023 date, to December 31, 2024. This extension will allow Silver Petrucelli & Associates to effectively perform contract administration services and ensure a smooth project closeout for all ESSER/ ARP ESSER HVAC projects.

The Education Department will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter.

Thank you for your consideration.

c: Mike Konopka, Amy Hunihan (KBE), Dave Heavener (KBE)

Amendment
to
PROFESSIONAL SERVICES AGREEMENT
RFP No. 7208
For
School Building HVAC And Mechanical Solutions
Assessment, Design And Engineering Services
between
The City of Waterbury, Connecticut
and
Silver, Petrucelli & Associates, Inc.

THIS AMENDMENT (“Amendment”) is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the “City”) and SILVER, PETRUCELLI & ASSOCIATES, INC. (the “Consultant”), located at 3190 Whitney Avenue, Building 2, Hamden, Connecticut, a Connecticut Corporation (jointly referred to as the “Parties” to this Amendment).

WHEREAS, the City and the Consultant entered into an Agreement, effective on July 14, 2022, for school building HVAC and mechanical solutions assessment, design and engineering services (the “Agreement” or “Contract”); and

WHEREAS, in accordance with Section 21 of the Agreement, the Parties hereby wish to amend the Agreement to in order to extend the term of the Agreement, consistent with the Agreement.

NOW THEREFORE, it is mutually agreed as follows:

1. **Section 5 “Contract Time” of the Agreement shall be amended to read as follows:**

5. Contract Time. The term of this Master Agreement shall commence upon execution of this Agreement by the Mayor of the City of Waterbury, pending all necessary approvals, and terminate December 31, 2024 upon completion of the contracted services and work, unless sooner terminated as provided by this agreement. The City shall have the right to extend the term of this contract for two separate 1-year periods, on the same terms and conditions as this contract, by giving written notice of its election to exercise each extension at least 30 days prior to the expiration of the base term of the contract. ("Contract Time"). If the City deems it necessary, a final six (6) month extension may be added. Project specific deadlines will be set forth in the Task Order for each assigned project. Each Task Order issued pursuant to

this Master Agreement shall set forth the completion date for the Project that is the subject of the Task Order and project milestone dates. Due to funding constraints under ARPA/ESSER, no Task Orders shall be issued after September 30, 2024 unless the City determines to fund from non-ARPA/ESSER sources. Any work remaining under Task Orders issued as of that date may continue to completion unless directed otherwise by the City.

5.1. Time is and shall be of the essence for all Project milestones and the completion date for the Project. The Contractor further agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract time stated in the Task Order. The Contractor agrees that it has knowledge of the ARPA/ESSER deadlines for funding projects and payment completion. It is expressly understood and agreed, by and between the Contractor and City, that the Contract Time as set out in any Task Order 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.

5.1.1 The Contractor shall pay to the City the sum of the greater of Five Hundred Dollars (\$500.00) per calendar day for each and every calendar day during the first seven (7) calendar days for which the Contractor is in default in completing the work beyond the Final Completion Date, Substantial Completion Date, Milestones and Phase Completion Dates, as set forth in the subject Task Order or the actual damages incurred by the City, caused by the delay. After the first seven (7) days delay damages shall increase to One Thousand Dollars (\$1,000.00) per calendar day. The preceding sum is hereby agreed upon not as a penalty, but as delay damages for the delay that the City shall suffer due to such default.

5.1.2 The City shall have the right to recover all damages pursuant to any remedy at law or equity including but not limited to deducting the amount of any such damages from any monies due the Contractor under this Contract. The Contractor understands that if the entire Work or of any portion of the Work that the City has agreed to accept separately, if any, is not attained by the applicable completion dates as set forth in the entire Section 5, the City will suffer damages, which are difficult to specify accurately and ascertain. Delay damages based upon delay shall be assessed to compensate the City for all actual loss sustained by the delay, including, but not limited to, loss of use, increased cost of material or services to complete the project, loss of State funding, all other another actual expense, and all other damages allowed by law, including attorney's fees.

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

WITNESSES:

CITY OF WATERBURY

Sign: _____

By: _____

Print name:

Neil M. O'Leary, Mayor

Sign: _____

Date: _____

Print name:

WITNESSES:

**SILVER, PETRUCELLI &
ASSOCIATES, INC.**

Sign: _____

By: _____

Print name:

Its: _____

Sign: _____

Date: _____

Print name:

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #14.3

June 13, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve an Amendment to the Master Professional Services Agreement with EDM Architecture & Engineering, PC, School Building HVAC and Mechanical Solutions Assessment, Design and Engineering Services, subject to any non-substantive changes approved by the Corporation Counsel's office.



Rosh Maghfour

Interim Education Building & Facilities

Project Manager

(203) 573-6640

rmaghfour@waterbury.k12.ct.us

MEMORANDUM

DATE: June 6, 2023

TO: Honorable Board of Aldermen
Honorable Board of Education

FROM: Rosh Maghfour, Interim Education Building and Facilities Project Manager *RM*

RE: Executive Summary to Amendment #1 to Master Professional Services Agreement with EDM Architecture & Engineering, PC for School Building HVAC and Mechanical Solutions, Assessment, Design and Engineering Services.

EDM Architecture & Engineering, PC was awarded a Master Professional Services contract for School Building HVAC and Mechanical Solutions, Assessment, Design and Engineering Services. on July 22, 2022. This contract was initiated under RFP no.7208 and the funding source for this project is Elementary and Secondary School Emergency Relief Fund (ESSER II/ ARP ESSER). The initial agreement was for a period of one year with two-one-year extension options.

As per amendment #1, we are seeking no-cost time extension to the current contract completion date. The extension requested is from the current July 22, 2023 date, to December 31, 2024. This extension will allow EDM Architecture & Engineering, PC to effectively perform contract administration services and ensure a smooth project closeout for all ESSER/ ARP ESSER HVAC projects.

The Education Department will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter.

Thank you for your consideration.

c: Mike Konopka, Amy Hunihan (KBE), Dave Heavener (KBE)

Amendment
to
PROFESSIONAL SERVICES AGREEMENT
RFP No. 7208
For
School Building HVAC And Mechanical Solutions
Assessment, Design And Engineering Services
between
The City of Waterbury, Connecticut
and
EDM Architecture & Engineering, PC

THIS AMENDMENT (“Amendment”) is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the “City”) and EDM ARCHITECTURE & ENGINEERING, PC (the “Consultant”), located at 100 West Street, Suite 210, Pittsfield, Massachusetts, a professional corporation incorporated in the State of Massachusetts (jointly referred to as the “Parties” to this Amendment).

WHEREAS, the City and the Consultant entered into an Agreement, effective on July 22, 2022, for Consultant to serve as a consultant providing professional services for school building HVAC and mechanical solutions assessment, design and engineering services (the “Agreement” or “Contract”); and

WHEREAS, in accordance with Section 21 of the Agreement, the Parties hereby wish to amend the Agreement to in order to extend the term of the Agreement, consistent with the Agreement.

NOW THEREFORE, it is mutually agreed as follows:

1. **Section 5 “Contract Time” of the Agreement shall be amended to read as follows:**

5. Contract Time. The term of this Master Agreement shall commence upon execution of this Agreement by the Mayor of the City of Waterbury, pending all necessary approvals, and terminate December 30, 2024 upon completion of the contracted services and work, unless sooner terminated as provided by this agreement. The City shall have the right to extend the term of this contract for two separate 1-year periods, on the same terms and conditions as this contract, by giving written notice of its election to exercise each extension at least 30 days prior to the expiration of the base term of the contract. ("Contract Time"). If the City deems it necessary, a final six (6)

month extension may be added. Project specific deadlines will be set forth in the Task Order for each assigned project. Each Task Order issued pursuant to this Master Agreement shall set forth the completion date for the Project that is the subject of the Task Order and project milestone dates. Due to funding constraints under ARPA/ESSER, no Task Orders shall be issued after September 30, 2024 unless the City determines to fund from non-ARPA/ESSER sources. Any work remaining under Task Orders issued as of that date may continue to completion unless directed otherwise by the City.

5.1. Time is and shall be of the essence for all Project milestones and the completion date for the Project. The Contractor further agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract time stated in the Task Order. The Contractor agrees that it has knowledge of the ARPA/ESSER deadlines for funding projects and payment completion. It is expressly understood and agreed, by and between the Contractor and City, that the Contract Time as set out in any Task Order 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.

5.1.1 The Contractor shall pay to the City the sum of the greater of Five Hundred Dollars (\$500.00) per calendar day for each and every calendar day during the first seven (7) calendar days for which the Contractor is in default in completing the work beyond the Final Completion Date, Substantial Completion Date, Milestones and Phase Completion Dates, as set forth in the subject Task Order or the actual damages incurred by the City, caused by the delay. After the first seven (7) days delay damages shall increase to One Thousand Dollars (\$1,000.00) per calendar day. The preceding sum is hereby agreed upon not as a penalty, but as delay damages for the delay that the City shall suffer due to such default.

5.1.2 The City shall have the right to recover all damages pursuant to any remedy at law or equity including but not limited to deducting the amount of any such damages from any monies due the Contractor under this Contract. The Contractor understands that if the entire Work or of any portion of the Work that the City has agreed to accept separately, if any, is not attained by the applicable completion dates as set forth in the entire Section 5, the City will suffer damages, which are difficult to specify accurately and ascertain. Delay damages based upon delay shall be assessed to compensate the City for all actual loss sustained by the delay, including, but not limited to, loss of use, increased cost of material or services to complete the project,

loss of State funding, all other another actual expense, and all other damages allowed by law, including attorney's fees.

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

WITNESSES:

CITY OF WATERBURY

Sign: _____

By: _____

Print name:

Neil M. O'Leary, Mayor

Sign: _____

Date: _____

Print name:

WITNESSES:

**EDM ARCHITECTURE &
ENGINEERING, PC**

Sign: _____

By: _____

Print name:

Its: _____

Sign: _____

Date: _____

Print name:

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #14.4

June 13, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve of an Amendment to the Master Professional Services Agreement with BL Companies Connecticut, Inc. for School Building HVAC and Mechanical Solutions Assessment, Design and Engineering Services, subject to any non-substantive changes approved by the Corporation Counsel's office.



Rosh Maghfour

Interim Education Building & Facilities

Project Manager

(203) 573-6640

rmaghfour@waterbury.k12.ct.us

MEMORANDUM

DATE: June 5, 2023

TO: Honorable Board of Aldermen
Honorable Board of Education

FROM: Rosh Maghfour, Interim Education Building and Facilities Project Manager *RM*

RE: Executive Summary to Amendment #1 to Master Professional Services Agreement with BL Companies Connecticut, Inc. for School Building HVAC and Mechanical Solutions, Assessment, Design and Engineering Services.

BL Companies Connecticut, Inc. was awarded a Master Professional Services contract for School Building HVAC and Mechanical Solutions, Assessment, Design and Engineering Services. on July 22, 2022. This contract was initiated under RFP no.7208 and the funding source for this project is Elementary and Secondary School Emergency Relief Fund (ESSER II/ ARP ESSER). The initial agreement was for a period of one year with two-one-year extension options.

As per amendment #1, we are seeking no-cost time extension to the current contract completion date. The extension requested is from the current July 22, 2023 date, to December 31, 2024. This extension will allow BL Companies, Inc. to effectively perform contract administration services and ensure a smooth project closeout for all ESSER/ ARP ESSER HVAC projects.

The Education Department will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter.

Thank you for your consideration.

c: Mike Konopka, Amy Hunihan (KBE), Dave Heavener (KBE)

Amendment
to
PROFESSIONAL SERVICES AGREEMENT
RFP No. 7208
For
School Building HVAC And Mechanical Solutions
Assessment, Design And Engineering Services
between
The City of Waterbury, Connecticut
and
BL Companies Connecticut, Inc.

THIS AMENDMENT (“Amendment”) is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the “City”) and BL COMPANIES CONNECTICUT, INC. (the “Consultant”), located at 355 Research Parkway, Meriden, Connecticut, a State of Connecticut duly registered corporation, (jointly referred to as the “Parties” to this Amendment).

WHEREAS, the City and the Consultant entered into an Agreement, effective on July 22, 2022, for school building HVAC and mechanical solutions assessment, design and engineering services (the “Agreement” or “Contract”); and

WHEREAS, in accordance with Section 21 of the Agreement, the Parties hereby wish to amend the Agreement to in order to extend the term of the Agreement, consistent with the Agreement.

NOW THEREFORE, it is mutually agreed as follows:

1. **Section 5 “Contract Time” of the Agreement shall be amended to read as follows:**

5. Contract Time. The term of this Master Agreement shall commence upon execution of this Agreement by the Mayor of the City of Waterbury, pending all necessary approvals, and terminate December 30, 2024 upon completion of the contracted services and work, unless sooner terminated as provided by this agreement. The City shall have the right to extend the term of this contract for two separate 1-year periods, on the same terms and conditions as this contract, by giving written notice of its election to exercise each extension at least 30 days prior to the expiration of the base term of the contract. ("Contract Time"). If the City deems it necessary, a final six (6) month extension may be added. Project specific deadlines will be set forth in the Task Order for each assigned project. Each Task Order issued pursuant to

this Master Agreement shall set forth the completion date for the Project that is the subject of the Task Order and project milestone dates. Due to funding constraints under ARPA/ESSER, no Task Orders shall be issued after September 30, 2024 unless the City determines to fund from non-ARPA/ESSER sources. Any work remaining under Task Orders issued as of that date may continue to completion unless directed otherwise by the City.

5.1. Time is and shall be of the essence for all Project milestones and the completion date for the Project. The Contractor further agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract time stated in the Task Order. The Contractor agrees that it has knowledge of the ARPA/ESSER deadlines for funding projects and payment completion. It is expressly understood and agreed, by and between the Contractor and City, that the Contract Time as set out in any Task Order 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.

5.1.1 The Contractor shall pay to the City the sum of the greater of Five Hundred Dollars (\$500.00) per calendar day for each and every calendar day during the first seven (7) calendar days for which the Contractor is in default in completing the work beyond the Final Completion Date, Substantial Completion Date, Milestones and Phase Completion Dates, as set forth in the subject Task Order or the actual damages incurred by the City, caused by the delay. After the first seven (7) days delay damages shall increase to One Thousand Dollars (\$1,000.00) per calendar day. The preceding sum is hereby agreed upon not as a penalty, but as delay damages for the delay that the City shall suffer due to such default.

5.1.2 The City shall have the right to recover all damages pursuant to any remedy at law or equity including but not limited to deducting the amount of any such damages from any monies due the Contractor under this Contract. The Contractor understands that if the entire Work or of any portion of the Work that the City has agreed to accept separately, if any, is not attained by the applicable completion dates as set forth in the entire Section 5, the City will suffer damages, which are difficult to specify accurately and ascertain. Delay damages based upon delay shall be assessed to compensate the City for all actual loss sustained by the delay, including, but not limited to, loss of use, increased cost of material or services to complete the project, loss of State funding, all other another actual expense, and all other damages allowed by law, including attorney's fees.

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

WITNESSES:

CITY OF WATERBURY

Sign: _____

By: _____

Print name:

Neil M. O'Leary, Mayor

Sign: _____

Date: _____

Print name:

WITNESSES:

BL COMPANIES CONNECTICUT, INC.

Sign: _____

By: _____

Print name:

Its: _____

Sign: _____

Date: _____

Print name:

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #14.5

June 13, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve of a Construction Contract with AirCare Environmental Services, Inc. for HVAC Air Duct Cleaning at Four Schools (John F. Kennedy High School, West Side Middle School, Crosby High School/Michael F. Wallace Middle School; and Wilby High School/North End Middle School), subject to any non-substantive changes approved by the Corporation Counsel's office.



WATERBURY
PUBLIC SCHOOLS

Rosh Maghfour
Interim Education Building & Facilities Project Manager
(203) 573-6640
rmaghfour@waterbury.k12.ct.us

MEMORANDUM

DATE: June 1, 2023

TO: Honorable Board of Aldermen
Honorable Board of Education

FROM: Rosh Maghfour, Interim Education Building & Facilities Project Manager

RM

RE: Executive Summary to the Contract for Air Duct Cleaning at Crosby/ Wallace,
Wilby/ North End, Kennedy High School and West Side Middle School with
AirCare Environmental Services, Inc.

The Education Department respectfully requests your review and approval of the contract for Air Duct Cleaning at Crosby/Wallace, Wilby/North End, Kennedy High School and West Side Middle School with AirCare Environmental Services, Inc. in the amount of \$446,370. This contract was initiated under the Request for Proposal process (RFP #7634). The project is funded through ESSER II and it aligns with the grant authorized uses of funds to improve indoor air quality.

The project consists of the removal of dust, dirt, and debris from within the HVAC fan boxes and distributed duct systems. This includes the entire heating, air-conditioning and ventilation system from the points where the air enters the air handling and conditioning unit to the supply air diffusers in the occupied spaces. This includes the cleaning of all HVAC equipment surfaces within the HVAC system that are in contact with the conditioned air being supplied by the respective units. The primary means of cleaning will use high efficiency particle vacuuming systems and non-reactive, non-toxic detergents where needed.

All work (as reasonably accessible) shall be inspected by the District and KBE, the program manager, prior to acceptance of work performed. The Contractor shall substantially complete all work and services within 100 consecutive calendar days of the City's written Notice to Proceed and shall reach Final Completion within 120 consecutive calendar days from commencement.

The Education Department will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter.

Thank you.

c: Mike Konopka, Dave Heavener (KBE), Amy Hunihan (KBE)_

JPY 6.6.23

**Construction Contract
for RFP No. 7634
HVAC Air Duct Cleaning
at Four Schools
between
City of Waterbury
and
AirCare Environmental Services, Inc.**

THIS CONTRACT, 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 **AIRCARE ENVIRONMENTAL SERVICES, INC.**, located at Suite 14a, 480 Neponset Street, Canton, MA 02021, a duly registered Massachusetts corporation authorized to do business in Connecticut (the "Contractor").

WHEREAS the Contractor submitted a bid to the City in response to **Request for Proposal ("RFP") No. 7634** for HVAC air duct cleaning at seven City schools as listed below; and

WHEREAS the City accepted the Contractor's bid for **RFP No. 7634**; and

WHEREAS the City desires to obtain the Contractor's services pursuant to the terms set forth in this Contract.

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. The Contractor shall furnish all the labor, services, equipment, materials, supplies, transportation, and incidentals necessary to complete the Project as specified in this agreement (also referred to herein as the "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, supplies, transportation, and incidentals shall comply with **(i)** all applicable local, state and federal laws, statutes, ordinances, rules and regulations, including without limitation all notice requirements thereunder, and **(ii)** generally accepted professional standards.

1.1. The Project consists of certain HVAC air duct cleaning at the following four schools: John F. Kennedy High School; West Side Middle School; Crosby High School/Michael F. Wallace Middle School; and Wilby High School/North End Middle School (the "Project"). The Project is more particularly detailed and described in the Bid Documents in **Attachment A**. **Attachment B** includes the **ARPA/ESSER** (both defined below) required contract provisions and, along with **Attachment A**, 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 otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

JPY 6.6.23

- 1.1.1 City's **RFP No. 7634**;
 - 1.1.2 Addendums 1 and 2 to **RFP No. 7634** (attached hereto);
 - 1.1.3 Contractor's Price Proposal (revised), dated May 30, 2023, consisting of one page (attached hereto);
 - 1.1.4 Contractor's Response with associated attachments to **RFP No. 7634**, submitted May 1, 2023, consisting of 20 pages (attached hereto);
 - 1.1.5 "City of Waterbury, Board of Education, **RFP No. 7634**, "Scope of Services" (also referred to as "Technical Specifications"), all of which are contained in the link listed on the first page of **RFP No. 7634**;
 - 1.1.6 "Site Map" with List of Drawings prepared by N/A;
 - 1.1.7 State of Connecticut Prevailing Wage Schedule dated March 29, 2023, and related information, consisting of 8 pages (attached hereto and as otherwise incorporated by reference);
 - 1.1.8 Contractor's Certificate of Insurance (attached hereto, or otherwise incorporated by reference);
 - 1.1.9 Contractor's Performance Bond (attached hereto, or otherwise incorporated by reference);
 - 1.1.10 Contractor's Payment Bond (attached hereto, or otherwise incorporated by reference);
 - 1.1.11 All amendment(s) and Change Orders issued by the City after execution of Contract (incorporated by reference);
 - 1.1.12 All applicable Federal, State and local statutes, regulations charter and ordinances, including those required for the American Rescue Plan Act of 2021 ("**ARPA**") and the two Elementary and Secondary School Emergency Relief Fund programs (collectively, "**ESSER**") to the extent the Project receives funding from same, are incorporated by reference, as well as Attachment B, titled "**CONSTRUCTION CONTRACTS - REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS, DATED JUNE 2021,**"; and
 - 1.1.13 All applicable permits and licenses (incorporated by reference).
- 1.2. The entirety of **Attachment A** plus this executed instrument (including **Attachment B**) 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. If any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically:
- 1.2.1 All applicable Federal, State, and local laws, regulations, charter and ordinances;
 - 1.2.2 Contract Amendment(s) and Change Orders;
 - 1.2.3 This Contract;
 - 1.2.4 Addendums to **RFP No. 7634**;
 - 1.2.5 **RFP No. 7634** including "City of Waterbury, Board of Education, **RFP No. 7634**, Scope of Services/Technical Specifications";
 - 1.2.6 Drawings included in said **RFP**;

JPY 6.6.23

- 1.2.7 Contractor's Price Proposal; and
- 1.2.8 Contractor's Response.

2. Representations Regarding Qualification and Accreditation. The Contractor represents that 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 Contractor's representations.

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

3. Responsibilities of the Contractor. The Contractor agrees to properly implement the services required in the manner herein provided. The Contractor shall, in addition to any other responsibilities set forth in this Contract and the Schedules and Attachments hereto, perform the following coincident with the performance of this Contract:

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

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

JPY 6.6.23

3.1.2 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;

3.1.3 it is solely responsible for resolving any issues resulting from its failure to conduct due diligence and it shall assume all resulting costs it incurs during the Project;

3.1.4 it was responsible for specifying any changes and disclosing any associated new costs prior to submittal of its bid. In the event the Contractor failed to disclose any such new cost prior to the submittal of its bid, the Contractor hereby covenants that it shall remain solely responsible for, and shall absorb, those non-disclosed costs;

3.1.5 it has familiarized itself with the nature and extent of the Contract Documents, Project, 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 Project;

3.1.6 it has given the City written notice of any conflict, error or discrepancy that the Contractor discovered in the City's bid documents and other documents for **RFP No. 7634** (collectively, the "Bid Documents");

3.1.7. it agrees that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Project;

3.1.8. it has carefully studied all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Scope of Services which were utilized in the preparation of the plans and specifications;

3.1.9 it has made or caused to be made examinations, investigations, measurements and tests and studies of any applicable reports and related data as it deems necessary for ensuring performance of the Scope of Services at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contracts; and certifies no additional examinations, investigations, tests, reports or similar data are or will be required by Contractor for such purposes; and

3.1.10 The Contractor shall not take advantage of any obvious error or apparent discrepancy in the Contract. Notice of any error or discrepancy discovered shall be given immediately in writing to the City, who shall make such corrections and interpretations as it may deem necessary for the completion of the Project in a satisfactory and acceptable manner.

JPY 6.6.23

3.2. Safety. Contractor shall perform all work in a safe manner in full compliance with local, state and federal health and safety regulations. 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 the 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 Contractor in writing any oral notice given within five (5) business days thereafter.

3.3. Storage. In the event the Project site has insufficient, inadequate, and/or improper storage space, it shall be the responsibility of the Contractor to secure, provide and maintain at the Contractor's sole cost and expense (i) adequate off-site storage space for equipment, materials, incidentals, etc., and (ii) all associated delivery and transportation services. In either event, the Contractor shall assume full responsibility for equipment, materials, incidentals, etc. until both title and risk of loss pass to the City pursuant to Section 8 of this Contract.

3.4. Working Hours. To the extent the Contractor is required to be on City property to render the Contractor's services hereunder, the Contractor shall coordinate its schedule so that work on and at the Project site is performed during the hours of 8:00 a.m. to 4:00 p.m. Monday through Friday and 9:00 a.m. to 6:00 p.m. on Saturday, Sunday and legal holidays unless more exactly specified elsewhere in this Contract or **Attachment A** or unless prior written permission is obtained from the City to work during other times; for example, a second shift from 3 p.m. to 11 p.m. may be possible. This provision shall not excuse the Contractor from timely performance under the Contract.

3.5. Cleaning Up. The Contractor shall always keep the Project site free from accumulation of waste materials or rubbish caused by Contractor's 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 Project site "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.

3.6. 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.

3.7. Standard of Performance. All Contractor labor, materials, supplies, components, equipment, reports, plans, specifications, drawings, deliverables, incidentals, etc., required to be furnished or delivered under this Contract shall conform in all respects with the requirements set forth in this Contract and shall meet or exceed those standards generally recognized in the Contractor's craft and trade in the State of Connecticut. City specified manufacturer and/or brand name substitution desired by the Contractor shall be made only with the prior written consent of an authorized representative of the City's Using Agency.

JPY 6.6.23

3.7.1 In carrying out the Project, the Contractor must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor, nor with the normal routine of the institution or agency operating at the Project site.

3.8. Contractor's Employees. The Contractor shall always enforce strict discipline and good order among its employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned. The Contractor shall not, without the prior written approval of the City's Using Agency, substitute, terminate, replace or otherwise remove any Contractor employee expressly named, identified or required in this Contract.

3.9. Subsurface/Unknown Site Conditions. If Project site conditions are encountered which are (i) subsurface or otherwise concealed physical conditions or other conditions which differ materially from those indicated in the Contract Documents, or (ii) unknown conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent or common in construction activities of the character provided for in this Contract, then prompt notice by the observing party shall be given to the other party to this Contract before Project site conditions may be disturbed; the Contractor shall thereafter wait for written instructions from the City before proceeding under such conditions.

3.10. Surveys. All surveys required under this Contract shall be performed by a State of Connecticut duly licensed land surveyor. Unless expressly stated to the contrary in Section 1 of this Contract and **Attachment A**, the Contractor shall perform all layout work, all field measurements and all construction staking required, necessary or prudent for the satisfactory prosecution of the Contractor's obligations under this Contract.

3.11. Permits and Licenses. Unless expressly stated to the contrary in Section 1 of this Contract and **Attachment A**, the Contractor shall secure and obtain all permits and all licenses required, or necessary, or prudent for the performance of the Contractor's obligations under this Contract., and for the City's occupancy, use, and operation of the Project.

3.12. Manufacturer's Directions. Where it is required in this Contract that materials, products, processes, equipment or the like be installed or applied in accord with manufacturer's directions, specifications or instructions, it shall be construed to mean that the said application or installation by the Contractor shall be in strict accord with printed instructions furnished by the manufacturer of the material concerned for use under conditions like those at the Project site. One (1) copy of such instructions shall be furnished to the City.

3.13. Review by the City. The Contractor shall permit the City and the City's duly authorized representatives and agents (including KBE Building Corporation) to review, at any time, all work performed under the terms of this Contract at any stage of the Project.

JPY 6.6.23

3.14. Records Maintenance. 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.

3.15. ARPA/ESSER. The Contractor possesses the knowledge and understanding of **ARPA** and **ESSER** and recognizes this Project is subject to the rules, regulations and mandatory contract provisions required by it.

4. Responsibilities of the City and City Reservation of Rights. Upon the City's receipt of Contractor's written request for specific information, the City will provide the Contractor with existing documents, data and other materials the City agrees are necessary and appropriate to the services 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.

4.1. The City may, in its sole discretion, designate person(s) to act as the City's Project Engineer(s) and/or Manager(s) and the City may, in its sole discretion, define such person(s) authority and responsibilities; initially, the Department of Education's School Inspector's Office and KBE Building Corporation are so designated.

4.2. The City reserves the right to **(i)** perform work related or unrelated to the Project with the City's own forces adjoining, adjacent to, or in the vicinity of, the Project site and/or **(ii)** let separate contracts related or unrelated to the Project for work and services adjoining, adjacent to, or in the vicinity of, the Project site. In such event, the Contractor shall afford all such parties reasonable opportunity for storage of materials and equipment and for the uninterrupted provision and delivery of such parties' work and/or services. The Contractor shall cooperate with such parties and in the case of a dispute, the decision of the City shall be complied with by all.

5. Contract Time. The Contractor shall Substantially Complete all work and services required under this Contract within **one hundred (100) consecutive calendar days** of the City's written Notice to Proceed and shall reach Final Completion within **one hundred twenty (120) consecutive calendar days** of the City's written Notice to Proceed ("Contract Time").

5.1. Attachment C is the Project's schedule. On a monthly basis, the Contractor shall deliver to the City a written status report setting forth an analysis and critique of the Contractor's compliance with said schedule.

5.2. Delay Damages.

5.2.1 Time is and shall be of the essence for all Project Phase Completion Dates, Milestones, Substantial and Final Completion Date. The Contractor further agrees that the Project shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will ensure full completion

JPY 6.6.23

thereof within the Contract time stated above. It is expressly understood and agreed, by and between the Contractor and City, that the Phase Completion Dates, Milestones, Substantial and Final Completion Date are reasonable for the completion of the Project.

5.2.1.1 The Contractor shall pay to the City the sum of the greater of **Five Hundred and 00/100 Dollars (\$500)** per consecutive calendar day for each calendar day for which the Contractor is in default in completing the work beyond the Final Completion Date, Substantial Completion Date, Milestones and Phase Completion Dates, as set forth in Section 5, or the actual damages incurred by the City caused by the delay. The preceding sum is hereby agreed upon not as a penalty, but as delay damages for the delay that the City shall suffer due to such default.

5.2.1.2 The City shall have the right to recover all damages pursuant to any remedy at law or equity including but not limited to deducting the amount of any such damages from any monies due to the Contractor under this Contract. The Contractor understands that if the entire Work or of any portion of the Work that the City has agreed to accept separately, if any, is not attained by the applicable completion dates as set forth in the entire Section 5, the City will suffer damages, which are difficult to specify accurately and ascertain. Delay damages based upon delay shall be assessed to compensate the City for all actual loss sustained by the delay, including, but not limited to, loss of use, increased cost of material or services to complete the project, loss of State funding, all other another actual expense, and all other damages allowed by law, including attorney's fees.

5.3 No Damage for Delay. In no event shall the Contractor be entitled to any compensation or recovery of any damages in connection with any Delay, including, without limitation, consequential damages, lost opportunity damages, attorney's fees or other, similar remuneration. The City's exercise of any of its rights or remedies under the Contract Documents, including without limitation, ordering changes in the Work, or directing suspension, rescheduling or correction of the Work, regardless of the extent or frequency of the City's exercise of these rights has been contemplated by the parties and shall not be construed as an exception.

6. Compensation. The City shall compensate the Contractor for satisfactory provision of all the goods and services set forth in this Contract as follows in this Section 6. No claims for additional compensation will be considered for conditions made known to the Contractor prior to bidding. No claims for additional compensation will be considered on account of failure of the Contractor to completely inform itself as required herein above.

6.1. Fee Schedule. Subject to retainage, limitations, etc. set forth below Section 6, the fee payable to the Contractor shall not exceed **FOUR HUNDRED**

JPY 6.6.23

FORTY-SIX THOUSAND THREE HUNDRED SEVENTY DOLLARS (\$446,370) (hereafter referred to as "Total Contract Amount") with the basis for payment of the Base Payment being Contractor's Price Proposal (revised) and an owner controlled contingency, which is summarized below and inclusive of the required payment and performance bonds:

A. John F. Kennedy High School

- i. \$80,400 (base payment); and
- ii. N/A (change orders, if any)

B. Westside Middle School

- i. \$74,000 (base payment); and
- ii. N/A (change orders, if any).

C. Crosby High School/Michael F. Wallace Middle School

- i. \$115,000 (base payment); and
- ii. N/A (change orders, if any).

D. Wilby High School/North End Middle School

- i. \$156,000 (base payment); and
- ii. N/A (change orders, if any).

E. Owner Controlled Contingency

- i. \$20,970 as governed by **Section 6.1.1.**

6.1.1 Owner Controlled Contingency. At the sole discretion and control of the City, the Contingency amount as set forth in Section 6.1(E) of this Contract shall be utilized for the payment to the Contractor for additional work not covered by this contract and requested and approved by the City in writing to be performed by the Contractor. The basis for payment for the additional work under the Contingency shall be separate and apart from the Base Payment set forth above. The Owner Controlled Contingency shall be the funding source for any City approved additional work and services not provided for in this Contract. Unless properly approved in writing by the City (see Section 27), Contractor shall not be entitled to any compensation from such contingency. The parties agree that a Change Order Form shall be utilized to set forth the additional services, cost of additional services and time for Contractor to provide said service.

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6.2. Retainage. At the City's sole discretion, it hereby reserves the right to withhold as retainage of five percent (5%) of any payment (or monetary sum otherwise required by law) owed to the Contractor to be withheld from payments to the Contractor otherwise payable to the Contractor until such time as the Contractor's work and services to be provided under this Contract are fully completed and accepted in writing by the City. The retainage does not include additional sums that the City may withhold due to the Contractor's failure to comply with provisions of this Contract.

6.3. Limitation of Payment. Compensation to the Contractor is limited to those fees set forth in Section 6.1. of this Contract and is further limited to work (i) performed in fact, (ii) conforming with this Contract, and (iii) accepted in writing by a duly authorized City employee. Such compensation shall be paid by the City upon its review and approval of the Contractor's invoices for payment and review of the Contractor's work.

6.3.1 Funding. In the event this Contract is funded, in whole or in part, by Federal and/or State monies, grants, loans, etc., all City payment(s) shall fully comply with all relevant Federal and State statutes and regulations. In the event this Contract is 100% funded by Federal and/or State monies, grants, loans, etc., the aggregate sum of all City payments shall not exceed the aggregate sum of such funding.

6.3.2 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 become delinquent or in arrears on, regarding the Contractor's and/or its affiliates real and personal property taxes and other payment obligations to the City.

6.4. Bid Costs. All costs of the Contractor in preparing its bid for **RFP No. 7634** shall be 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 agreement.

6.5. Payment for Services, Materials, Appliances, Employees. The Contractor shall be responsible to the City for the suitability of services, materials and equipment furnished to comply fully with the requirements set forth in this Contract. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for subcontractors, materials, supplies and services 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 City payment is made, the Contractor shall furnish to the City a sworn, notarized, affidavit stating that all the foregoing payment obligations have been fully completed.

6.6. Liens. Neither the City's final payment nor any part of the retained percentage, if any, shall become due until the Contractor, if required by the City, shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in

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lieu thereof, and, if required, in either case, an affidavit that so far as the Contractor has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but the Contractor 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 Contractor 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 fees.

6.7. Attorney's Fees and Costs. The prevailing party in any litigation arising hereunder shall be entitled to attorney's fees and costs from the losing party.

6.8. Contractor's Certificate of Completion. Upon the Contractor's (i) completion of all Project milestones, and (ii) Substantial Completion of the Project, and (iii) Final Completion of the Project, the Contractor shall, in each instance, file with the City a written, notarized affidavit setting forth the amount of Project work performed. The City reserves the right to verify or challenge by any reasonable means the accuracy of said affidavit.

6.9. Final Payment. All prior estimates and City payments, including those relating to extra or additional work, retainage(s), and holdback(s), shall be subject to correction by this final payment which is throughout this Contract called "Final Payment". No payment, final or partial, shall act as a release to the Contractor or its surety from any Contractor obligation(s) under this Contract.

6.10. Clean Water Fund Project Requirements. In the event this Contract is funded in whole or in part, is reliant upon, or falls within the jurisdiction of the Clean Water Fund and its statutes, regulations and rules, the Contractor shall:

6.10.1 Submit Applications for Payment in accordance with the following:

The City must receive the Contractor's Application for Payment by the City's or its designee's, review and recommendation for payment, by the fifteenth calendar day of the month to receive payment within the next 50 days. If not received by the fifteenth calendar day of the month, payment cannot be made until 50 days after the fifteenth calendar day of the subsequent month. The Contractor shall provide, at the City's request, reasonable documentation to substantiate Contractor's Application for Payment.

6.10.2 Progress and Final Payments

The City will make progress payments on account of the Contract Price based on the Contractor's Applications for Payment, monthly during construction as provided below. All progress payments will be based on the progress of the Scope of Services as determined by the City, according to the schedule of values provided for in the Contract Documents and approved by the City. Prior to Substantial Completion, progress payments will be limited to an amount equal to 95 percent of the value of the Scope of Services completed. Upon

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Substantial Completion, the City will pay the amount as specified in the Contract Documents, subject to reasonable monetary holdback for punch list items.

7. Warranty of the Contractor. The Contractor warrants to the City that all materials, supplies, components, equipment, etc. furnished under this Contract shall be new and of good quality, except as otherwise expressly stated and permitted by the City elsewhere in this Contract. The Contractor warrants that none of its work shall be defective. The Contractor shall be liable to repair and install and/or replace without charge any service, component, equipment or part thereof which is defective or does not conform with this Contract within the greater of **(i)** 365 calendar days after the City delivers its written notice of its acceptance of the Project and statement therein establishing the final completion date, or **(ii)** that time or date expressly stated elsewhere in this Contract or **Attachment A**.

7.1. The Contractor further warrants that all materials, supplies, services, components, equipment, reports, plans, drawings, deliverables, incidentals, etc., shall be free from all defects caused by faulty design, faulty material or poor workmanship. The Contractor shall supply to the City copies of any written manufacturer's warranties and guarantees and assign same to the City and the City shall avail itself of same to the fullest extent provided by the terms thereof. The Contractor's foregoing warranty obligations are in addition to, and not a limitation of, all manufacturer's warranties and guarantees, and any other remedy stated in this contract or otherwise available to the City under applicable law.

8. Passing of Title and Risk of Loss.

8.1. The City's beneficial use of Project equipment, materials, site-work, etc. prior to the Contractor's final completion of the Project or prior to the City's final payment for the Project shall neither act to vest title in the City nor act to transfer risk of loss from the Contractor to the City. Said title and risk shall pass to the City upon the City's final payment for the Project.

8.2. Contractor and its insurer shall assume the risks of loss or damage to the equipment up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's gross negligence.

8.3. After Project equipment, materials, etc. are delivered to the Project worksite and become operable or functional, the Contractor shall not thereafter remove any such equipment, materials, etc. from the Project worksite without securing the prior written consent of an authorized City Using Agency employee.

9. Indemnification.

9.1. The Contractor shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, KBE Building Corporation and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions, agents, officials and employees from and against all

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

9.2. In any and all claims against the City, Board of Education or any of City's boards, KBE Building Corporation and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions, agents, employees or officials by the Contractor or any employee of the Contractor, any subcontractor or consultant, 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 9 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.

9.3. 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, the Board of Education, any of City's boards, KBE Building Corporation and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions, agents, employees and officials as provided in this Contract.

9.4. The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, KBE Building Corporation and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions, agents, employees or officials as provided herein.

9.5. Royalties and Patents. The Contractor shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Contractor's own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, the Contractor shall pay such awards and hold the City harmless in

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connection with any patent suits that may arise as a result of installations made by the Contractor and as to any award made thereunder.

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

10. Contract Bonds. The Contractor shall furnish to the City, prior to the execution of this Contract by the City, both a performance bond and a payment bond, each bond written for a penal sum equaling the Section 6 "Total Contract Amount", less the owner controlled contingency amount, in a form and with a surety acceptable to the City. The bonds shall continue in effect for the greater of **(i)** the warranty period set forth in Section 7 of this Contract, or **(ii)** 365 calendar days after the Final Completion Date referenced elsewhere in this Contract.

11. Contractor's Insurance.

11.1. The Contractor shall not commence work under this Contract until all insurance required under this Section 11 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, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial size category as shown in the most current A.M. Best Company ratings.

11.2. At no additional cost to the City, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the City and KBE Building Corporation and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employees 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.

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

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

11.4.1 General Liability Insurance: \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate and \$2,000,000.00 Products and completed operations aggregate; providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

11.4.2 Automobile Liability Insurance: \$1,000,000.00 combined single limit (CSL); providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non-owned autos.

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

EL Each Accident \$1,000,000.00

EL Disease Each Employee \$1,000,000.00

EL Disease Policy Limit \$1,000,000.00

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

11.4.4 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.

11.4.5 Contractors Pollution Liability Insurance: \$1,000,000.00 each claim and \$1,000,000.00 aggregate coverage. The foregoing per claim coverage plus appropriate aggregate coverage depending on the size of the job for contractor caused pollution events such as asbestos or lead abatement, but not limited to only these pollution causes of loss. There is absolutely no exclusion for hazardous materials, including but not limited to asbestos and lead.

11.5. 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.

11.6. Cancellation: The City of Waterbury and KBE Building Corporation 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.

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11.7. Certificates of Insurance: The Contractor's General, Automobile, Builder's Risk and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and KBE Building Corporation, and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employees as an additional insured and provide waiver of subrogation on all policies except Builder's Risk and Pollution 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. Prior to the execution of this Contract by the City, the Contractor 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 and KBE Building Corporation, and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employees are listed as additional insured on all lines of coverage except Pollution Liability and waiver of subrogation applies to all lines of coverage except Pollution Liability and Builder's Risk as their interest may appear"**. The City's Invitation to Bid 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 thirty (30) calendar days has been mailed to the City's Using Agency and a copy to the City's Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

11.8. 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 and endorsements and riders.

12. 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; 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 made a part hereof.

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12.1. 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 bid and pricing contained in this Contract do not include the amount payable for said taxes.

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

12.2.1 The Contractor is aware of, and shall comply with, the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages for work on public facilities. The provisions of the Act are hereby 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. Stat. 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

12.2.2 The Contractor is aware of, and shall comply with, as applicable, the provisions of the Federal Davis-Bacon Act, the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021), the Elementary and Secondary School Emergency Relief Supplemental Appropriations Act of 2021 signed into law December 27, 2020 (ESSER II Fund) and the American Rescue Plan Elementary and Secondary School Emergency Relief Fund signed into law March 11, 2021, all the provisions of which are hereby incorporated by reference and made a part of this Contract.

12.3. Compliance with Chapters 34, 38, and 39 of the Code of Ordinances of the City. 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 the provisions of Chapters 34, 38, and 39 of the Code of Ordinances of the City and well as any other relevant provisions of the Charter and the Code of Ordinances.

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13. 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 specified herein. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all local, state and federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

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

13.2. Equal Opportunity. In its execution of the performance of this Contract, the 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.

13.3. Contractor Corrective Action.

13.3.1. Pursuant to Conn. Gen. Stat. § 4a-60, as amended by June 2015 Special Session Public Act 15-5, the following are required for every Municipal Public Works Contract:

(a) Every contract to which an awarding agency is a party, every quasi-public agency project contract and every municipal public works contract shall contain the following provisions:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take corrective action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national

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origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

(2) The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission on Human Rights and Opportunities;

(3) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(4) The contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, as amended by this act, 46a-68e, 46a-68f and 46a-86; and

(5) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56, as amended by this act.

(b) If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project.

13.3.2. Pursuant to Conn. Gen. Stat. § 4a-60a, as amended by June 2015 Special Session Public Act 15-5, the following are required for every Municipal Public Works Contract:

(a) Every contract to which an awarding agency is a party, every contract for a quasi-public agency project and every municipal public works contract shall contain the following provisions:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and employees are treated when employed without regard to their sexual orientation;

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(2) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(3) The contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and

(4) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.

14. Good Jobs Ordinance

14.1. Conformance With An Ordinance Concerning The Hiring Of Waterbury Residents On Certain Publicly Funded Construction Projects.

14.1.1 The Contractors and its Subcontractors shall comply with the specific requirements of "An Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly Funded Construction Projects" (the "Good Jobs Ordinance"), as may be amended from time to time and as set forth in Chapter 34 of the Code of Ordinances of the City. While the principal provisions of the ordinance are summarized as set forth in paragraphs C-H below, the Contractor does hereby acknowledge that it has reviewed a copy of the Good Jobs Ordinance and that it has read the Ordinance and that Contractor is familiar with the obligations imposed on the Contractor and each Subcontractor by the Good Jobs Ordinance.

14.1.2 Failure of the Contractor or its Subcontractors to comply with the Good Jobs Ordinance shall be a material breach of this Agreement.

14.1.3 This paragraph shall apply to a Covered Project, as that term is defined in the Good Jobs Ordinance, in the City with a value of \$500,000.00 or greater and only to the extent permitted by federal and state law.

14.1.4 Definitions. For purposes of this paragraph:

- i. "Administrator" shall be defined as it is in the Good Jobs Ordinance.
- ii. "Apprentice" shall be defined as it is in the Good Jobs

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Ordinance.

iii. "Basic Skilled Worker" shall be defined as it is in the Good Jobs Ordinance.

iv. "Contractor" shall be defined as it is in the Good Jobs Ordinance.

v. "Covered Project" shall be defined as it is in the Good Jobs Ordinance.

vi. "Hiring Goal" shall be defined as it is in the Good Jobs Ordinance.

vii. "Resident" shall be defined as it is in the Good Jobs Ordinance.

viii. "Subcontractor" shall be defined as it is in the Good Jobs Ordinance and shall include the Contractor's direct subcontractor providing construction work and all lower tiered (level) providers of construction work.

14.1.5 Hiring Goals. If this Agreement requires the Contractor to perform work on a Covered Project, the Contractor and each Subcontractor shall have as its hiring goals:

i. at least thirty percent (30%) of its total worker hours performed by City Residents, and

ii. at least twenty-five percent (25%) of construction trade jobs shall go to Apprentices and/or Basic Skilled Workers, and

iii. at least seventy percent (70%) of all "new hires" (as that term is defined in the Good Jobs Ordinance) shall be "economically disadvantaged" individuals (as that term is defined in the Good Jobs Ordinance), and

iv. a minimum of five percent (5%) of the construction workforce labor hours will be local resident, minority artisans, and

v. a minimum of five percent (5%) of the construction workforce labor hours will be women, and

vi. a minimum of ten percent (10%) of the total work hours shall be allocated for minorities, or

vii. as may otherwise be required by any superseding Federal or State employment discrimination prohibition laws.

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14.1.6 Good Faith Efforts. The Contractor and each Subcontractor shall engage in Good Faith Efforts to comply with the Hiring Goals. For the purposes of this paragraph, the term "Good Faith Efforts" shall have the same meaning as it does in the Good Jobs Ordinance.

The Contractor and each Subcontractor shall individually implement Good Faith efforts to satisfy the Hiring Goals.

14.1.7 Action Plan and Pre-Construction Meeting. Not later than fourteen (14) business days prior to the scheduled commencement date for construction, the Contractor shall submit a written plan-of-action to the City and to the Administrator of the Good Jobs Ordinance defining how the Contractor, and each Subcontractor, shall implement Good Faith Efforts to fulfill the Hiring Goals. Each plan-of-action shall include the anticipated number of job positions required for the Work. Not later than five (5) business day prior to the commencement date of construction, the Contractor must attend a mandatory "pre-construction" meeting with the City to review all plans-of-action and other relevant materials. No construction work shall proceed absent this pre-construction meeting.

14.1.8 Other Contractor Obligations. In addition to the foregoing, the Contractor shall ensure that all Subcontractor contracts and agreements expressly set forth and state as binding obligations therein, subject to appropriate party name change, the above Hiring Goals and Good Faith Efforts. The Contractor shall be accountable for, and liable to the City for, Contractor and each Subcontractor compliance with Hiring Goals and Good Faith efforts.

i. The Contractor shall meet with the Administrator no less than four (4) weeks prior to the commencement of construction on a Covered Project and provide the Administrator with the number of job positions to be created by the project by trade and the qualifications by job tile.

ii. The Contractor shall be required to produce Contractor and Subcontractor documentation that may be required under the provisions of the Good Jobs Ordinance or that the City or the Administrator reasonably believes will assist the City or the Administrator with their evaluation of Hiring Goals and Good Faith Efforts.

iii. The Contractor shall deliver weekly certified payroll records to the City within five (5) working days of the end of each payroll period. Moreover, the Contractor shall require each Subcontractor to create weekly certified payroll records.

iv. The Contractor's and each Subcontractor's payroll records shall include the person-hours, the residential address, race, gender, hiring date, and apprentice (job) classification of all personnel employed under

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this Agreement and all Contracts and Sub-Contracts thereunder. The Contractor and each Subcontractor shall mark their respective final payroll period records as being final and be signed by an authorized officer or employee.

14.2 Liquidated Damages Applicable To Section 14.1

14.2.1 If the City finds that the Contractor, or a Subcontractor, has failed to achieve Hiring Goals during any five (5) day work period (Monday through Friday), the City shall:

- i. issue a written notice to the Contractor specifying the matters constituting such failure and the time period within which Good Faith Efforts documentation must be delivered to the City for its evaluation.
- ii. if the Good Faith documentation is not provided or, if provided, it fails to demonstrate compliance with Good Faith Efforts, the Contractor shall, for each failure by the Contractor or a Subcontractor to achieve the Hiring Goals during a full five-day work period, pay to the City one thousand dollars (\$1,000.00) as liquidated damages.

14.2.2 If the City finds that the Contractor, or a Subcontractor, has failed to deliver weekly certified payroll records to the City within five (5) working days of the end of each payroll period the Contractor shall, as liquidated damages pay one thousand dollars (\$1,000.00) to the City for each week of ongoing violation.

14.2.3 The City shall provide the Contractor with an invoice identifying all sums due to the City, as liquidated damages, because of the Contractor or a Subcontractor's failure to comply with the Good Jobs Ordinance as set forth above.

14.2.4 No portion of any invoice submitted by a Contractor that is subject to liquidated damages shall be paid by the City until such time as all liquidated damages relating to that invoice have been paid to the City.

14.2.5 The foregoing liquidated damages provisions shall be expressly set forth, subject to appropriate party name adjustments, as material provisions in all Contracts that the Contractor has with Subcontractors and the Contractor is obligated hereunder to enforce compliance in such Contracts with Subcontractors.

14.2.6 Any payment of liquidated damages hereunder shall not preclude a later claim, nor any later finding of a breach, or any payment of additional damages related to such later claim.

15. Place Holder.

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16. Termination.

16.1. Termination of Contract for Cause. If, through any cause, 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 either **(i)** giving written notice to the Contractor of a date certain by which Contractor shall, to the written satisfaction of the City, cure after which and without further action by any party, such termination shall automatically become effective and binding, or **(ii)** giving written notice to the Contractor specifying the effective date of such termination at least five (5) business days before the effective date of such termination.

16.1.1 In the event of a termination, all finished or unfinished documents, data, studies, reports, plans, specifications, drawings, supplies, services, 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.

16.1.2 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.

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

16.3. 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 and disbursement 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 to the City if sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized, or not made available, or such funding has been reduced. In the event this Contract is subject, in whole or in part, to the appropriation and disbursement of Federal and/or State funds and those Federal and/or State funds are not appropriated or are not disbursed to the City, the Contractor hereby agrees that the City shall have the right to terminate this Contract in whole or in part without penalty to the City.

16.3.1 Effects of Non-Appropriation. If funds to enable the City to effect continued payment under this Contract are not appropriated, authorized or

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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.

16.3.2 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) business 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.

16.3.3 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.

16.4. Rights Upon Termination.

16.4.1 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 products and deliverables delivered to, in possession of and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. Regarding third party products, the Contractor shall transfer all licenses which it 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 products 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 Contract in whole or in part.

16.4.2 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 Contractor for all labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, 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 labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. delivered to, 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

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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 Project.

16.4.3 Assumption of Subcontracts. In the event of termination, the City shall have the right to assume, at its option, one or all subcontracts for products, services and functions provided exclusively under this Contract.

16.4.4 Delivery of Documents. In the event of termination, **(i)** the Contractor shall promptly deliver to the City, in a manner reasonably specified by the City, all documents 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).

17. 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:

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

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

17.3 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.

18. Subcontracting. The Contractor shall not, without the prior written approval of the City's Using Agency, 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 services provided hereunder shall comply with all Federal, State and local, laws, regulations and ordinances.

18.1. The Contractor shall be as fully responsible to the City for the acts and omissions of its 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.

18.2. The Contractor is responsible for and shall control activities of its subcontractors, and the subcontractors shall consult and cooperate with one another

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and other contractors working on the Project site. Each subcontractor shall furnish all necessary information to other subcontractors and shall lay out and install its own work to avoid any delays or interferences with the work of another. Any cost for changes, cutting and/or repairing, made necessary by failure to observe the above requirements shall be borne by the Contractor or subcontractor responsible for such failure or neglect.

18.3. The Contractor shall not, without the prior written approval of the City's Using Agency, substitute, terminate, replace or otherwise remove a subcontractor.

19. 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.

20. Audit. The City reserves the right to audit the Contractor's books of account in relation to this Contract at 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.

21. Interest of City Officials. No member of the governing bodies 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.

22. 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.

23. Entire Contract. 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 and must comply with the City's Charter and Code of Ordinances.

24. 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.

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25. 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.

26. 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.

27. Changes in the Project: Change Orders.

27.1. Requests for Change Orders. The City reserves the right on its own volition or based upon a proposal for a Change Order submitted in written form with a thorough explanation by the Contractor, to request from time to time any changes to the requirements and specifications of this Contract and the products to be provided and the functions and services to be performed by the Contractor under this Contract. Such changes must be authorized by the City. The City will not approve of any change orders, deletions, additions, or additional work items to the Scope of Services or any change in the terms and conditions of this Contract except by means of a City authorized amended Scope of Services, applicable and restricted to those items set forth in §1, above, or Change Order issued as set forth in this section, except in the event of an emergency endangering life or property.

27.2. Procedures.

27.2.1 The Contractor's Response to a Change Request.

i. Within thirty (30) calendar days after receipt of a request by the City for any such change or such other period as the Parties may mutually agree to in writing, the Contractor shall submit to the City a proposal describing any changes in Contract Milestones or Contract completion dates, products, functions, timing of delivery, assignment of personnel, and the like, and any associated price adjustment. The Contractor's proposal shall describe, in detail, the basis for the proposed price adjustment, including the charges for any products required to implement the change request.

ii. To the extent that additional cost or cost savings result from a change in required products, the Contractor shall obtain any additional products and provide them to the City at a negotiated price acceptable to the City and the Contractor. Similarly, if the change request is expected

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to result in a reduction in products required to perform the services, the Contractor's charges shall be reduced by the cost savings resulting from the products eliminated by the change request.

27.2.2 City's Acceptance of Change Request. If the City accepts the Contractor's proposal, the City shall issue a change order referencing the Contractor's proposal and both parties shall sign the change order. The Contractor shall not implement any change request until the City has issued a valid, properly executed, change order.

27.2.3 City's Rejection of Change Request. If the City does not accept the Contractor's proposal, the City may within two weeks of such non-acceptance: (i) withdraw its change request; or, (ii) modify its change request, in which case the procedures set forth above shall apply to the Contractor's response to the modified change request.

27.3. City Discretion. The City may, in its sole discretion, approve the proposed Change Order and shall forward same for additional signatures under the following conditions: (i) If it conforms to provisions of applicable laws, and (ii) if it is consistent with this Contract, and (iii) if the time of performance of this Contract will not be unreasonably delayed, (iv) the Final Completion date is not changed, (v) if the Change Order requires a change to the Final Completion date, such change has been authorized by an approved, executed, written Amendment to this Contract, and (vii) if the Change Order requires an increase in the price of the Contract, the City (1) has sufficient funds, and (2) if a budget transfer is required to cover the cost of the proposed Change Order, such transfer has secured the written approval of the Board of Aldermen and other required regulatory agencies.

27.4. Change Orders Governed by the Provisions of this Contract. All work performed under a Change Order is governed by the provisions of this Contract.

28. Conflicts or Disputes. This Contract represents the 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, as follows: (i) the City's **RFP No. 7634** and (ii) the Contractor's Bid response to **RFP No. 7634** submitted May 1, 2023. Said historical documents are attached hereto as part of **Attachment A**.

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

28.2. Presumption. This Contract or any section thereof shall not be construed against any party because the Contract or any section thereof was drafted by such party.

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29. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance. The Contractor agrees that it waives a trial by jury as to 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.

30. Binding Contract. 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.

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

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

33. Notice. Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City 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: AirCare Environmental Services, Inc.
Suite 14a
480 Neponset Street
Canton, MA 02021

City: City of Waterbury
Corporation Counsel's Office
Third Floor
235 Grand Street
Waterbury, CT 06702

34. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions. The Person (the term "Person" shall herein be as defined in Section 38 of the City's Code of Ordinances) supplying the labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc, whether they are expressly stated in this Contract, including but not limited to the following:

34.1. It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a

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Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

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

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

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

34.5. Upon a showing that a subcontractor made a kickback to the City, a prime 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.

34.6. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City Contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 34.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 34.6 shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

34.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has **(i)** delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; **(ii)** filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; **(iii)** delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and **(iv)** filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 34.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

34.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 34.1-34.7.

34.9. The 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.

34.10 The Contractor hereby acknowledges receipt of a copy of 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"**].

34.11. 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.

34.12. Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations

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or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

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

34.14. 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.

34.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the Contractor set forth in Section 6 of this Contract is greater than \$2,500,000.00, the City is entitled to receive a copy of 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.

35. Definitions. Whenever the following, words, terms, etc. appear in this Contract, the intent and meaning shall be as follows:

- 35.1 Additional Work:** Work required by the City that involves a substantial addition to, deduction from or modification of the Contract Documents.
- 35.2 Bid or Proposal:** The form on which the bidder is to submit a bid for the Work contemplated.
- 35.3 Bidder:** A person, partnership, corporation or other business organization submitting a bid on the form for the Work contemplated.
- 35.4 City:** The City of Waterbury, acting directly or through specifically authorized personnel.
- 35.5 Construction Supervisor:** An employee of the City of Waterbury, or another City duly authorized person.
- 35.6 Contract Time:** The number of days as stated in the Contract to: (i) achieve Substantial Completion and (ii) Final Completion.
- 35.7 Equal:** The recognized equivalent in substance and function; considering quality, workmanship, economy of operation, durability and suitability for purposes intended, and not constituting a change in the Work specified.

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Whenever the words "equal" or "equals" or words of like import are used, it shall be understood they mean "equal" in the opinion of the City.

- 35.8** Final Completion: The time at which the Project has progressed to the point where, in the opinion of the City, the Project is complete such that it is ready for final payment as evidenced by the City's, or its duly authorized City representative's, written recommendation of final payment. The terms "finally complete" and "finally completed" as applied to the Project refer to Final Completion.
- 35.9** Notice to Proceed: A letter from the City which shall state the date of execution of the Contract and specifically advise the Contractor to begin work on the Contract.
- 35.10** Plans: All drawings or reproductions of drawings pertaining to the construction of the work contemplated and its appurtenances.
- 35.11** Project Engineer or Manager: An employee of the City or a person, partnership, corporation or other business organization under contract with the City, commissioned to perform construction administration and inspection duties during construction.
- 35.12** Shop Drawings: Drawings, diagrams, schedules, performance charts, brochures and other materials prepared by the Contractor or subcontractors, manufacturers or distributors which illustrate some portion of the work.
- 35.13** Specifications or Technical Specifications: The description, provisions and other requirements pertaining to the materials, methods and manner of performing the Project.
- 35.14** Subcontractor: A person, partnership, corporation or other business organization supplying labor and/or materials for work at the site of the Project to and under agreement with the Contractor.
- 35.15** Substantial Completion: The time at which, in the opinion of the Engineer, the Project (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Project (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Project mean Substantial Completion thereof.
- 35.16** Substitution: A replacement of specified material, device or equipment which is sufficiently different in substance, function, quality or workmanship to become the subject of a Change Order.

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35.17 Supplementary General Conditions: An extension to the terms, conditions, and provisions set forth in this document as additional, material, provisions of this Contract.

35.18 Work: All plant, labor, materials, services, supplies, equipment and other facilities and items necessary for, or incidental to, the completion of the terms of the Contract.

35.19 Using Agency: School Inspector's Office, Department of Education.

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:

**AIRCARE ENVIRONMENTAL
SERVICES, INC.**

By: _____
Michael Grifone, President

Date: _____

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ATTACHMENT A

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ATTACHMENT B

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ATTACHMENT C

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #14.6

June 13, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve Amendment Two (2) to the Professional Services Agreement with Robert Davis d/b/a Summit Support Services for Board Certified Behavior Analyst Services, subject to any non-substantive changes approved by the Corporation Counsel's office.

EXECUTIVE SUMMARY

DATE: June 2, 2023

To: Board of Education

FROM: Miguel Pabon, Director of Pupil Services

RE: Approval for an Amendment #2 to the Agreement between the City of Waterbury and Robert Davis d/b/a Summit Support Services.

The Special Education Department requests your approval of Amendment #2 to the Agreement between the City of Waterbury and Robert Davis d/b/a Summit Support Services.

The current Agreement was awarded under RFP # 6293 for Board Certified Behavioral Analysts (BCBAs) with Rob Davis (dba Summit Support Services) for a 3 year term from 7/1/2019 through 6/30/2022. Amendment #1 provided a one-year extension through 6/30/2023. Currently, a new RFP is in process and is expected to be finalized in the next month or two.

The purpose of Amendment #2 is to extend the term for an additional 3 months, until 9/30/2023. The need for these services in the District is ongoing and necessary to avoid a disruption of services. This contract is paid for with general funds; however, no additional funds are needed at this time since there is a remaining balance on the previous purchase order.

The Director of Purchasing has reviewed and allowed Amendment 2, finding it is consistent with the scope of the original procurement. A tax clearance and all requisite city compliance documents have been or will be obtained.

AMENDMENT 2
To
PROFESSIONAL SERVICES AGREEMENT
for
Board Certified Behavior Analyst Services
between
The City of Waterbury, Connecticut
And
Robert Davis dba Summit Support Services

THIS AMENDMENT 2, effective on the date signed by the Mayor, is by and between the City of Waterbury, City Hall, 235 Grand Street, Waterbury, Connecticut ("City") and Robert Davis dba Summit Support Services, located at 988 Guilford Center Road, Guilford Vermont 05301("Consultant").

WHEREAS, the City and Rob Davis (dba Summit Support Services) entered into an Agreement regarding RFP No. 6293 with a term commencing on July 1, 2019 and terminating on June 30, 2022 ("Agreement"); and

WHEREAS, the City and Rob Davis (dba Summit Support Services) extended the term of the Agreement through June 30, 2023 pursuant to Amendment #1, dated June 29, 2022; and

WHEREAS, in accordance with Section 21 of the Agreement, the parties now desire to amend the Agreement to extend the term of this Agreement through September 30, 2023.

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. **Section 5. of the Agreement, entitled "Contract Time." shall be amended by this Amendment 2 to read as follows:**

5. Contract Time. The Consultant shall commence all work and services required under this Contract on July 1, 2019 and shall complete all work and services required under this Contract by **September 30, 2023**. The work and services as provided under this Contract shall be provided each year, during the school year and during the summer months. ("Contract Time").

5.1. Time is and shall be of the essence for completion of 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.

2. All other terms, conditions, and provisions of the original Agreement shall remain in full force and effect and binding on the parties hereto.

IN WITNESS WHEREOF, the parties hereto execute this Amendment #2 on the dates signed below.

WITNESSES:

CITY OF WATERBURY

Sign & Print name

By: _____

Neil M. O'Leary
Mayor, City of Waterbury

Sign & Print name

Date: _____

WITNESSES:

ROB DAVIS dba SUMMIT SUPPORT SERVICES

Michelle Martinez
Sign & Print name

By: _____

Rob Davis

Michelle Martinez
Sign & Print name

Date: _____

6/5/2023

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #14.7

June 13, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve a Professional Services Agreement with Access Rehab Centers, LLC, for a three-year period, to provide Speech and Language Therapy Services for children with disabilities as outlined in their Individual Education Plans (IEP), subject to any non-substantive changes approved by the Corporation Counsel's office.

EXECUTIVE SUMMARY

DATE: June 7, 2023

To: Board of Education
Board of Alderman

FROM: Miguel Pabon, Director of Pupil Services

RE: Approval of Agreement between the City of Waterbury and Access Rehab Centers, LLC for
Speech and Language Therapy Services

The Special Education Department requests approval of the attached agreement between the City of Waterbury and Access Rehab Centers, LLC, subject to any minor, non-substantive changes to be approved by the Office of the Corporation Counsel. This agreement is necessary in order to provide Speech and Language Therapy Services to identified students with disabilities, in accordance with their Individual Education Plan (IEP).

Access Rehab Centers, LLC was awarded a three-year contract not to exceed \$2,457,593.84 for the entire term of the contract, and in accordance with the cost proposal and as set forth below:

For July 1, 2023- June 30, 2024, an amount not to exceed \$798,663.32, based on the hourly rate of \$87.64 per hour;

For July 1, 2024- June 30, 2025, an amount not to exceed \$818,620.79, based on the hourly rate of \$89.83 per hour;

For July 1, 2025 –June 30, 2026, an amount not to exceed \$840,309.73, based on the hourly rate of \$92.21 per hour;

The Special Education Department elected to issue a Request for Proposal #7612, for Speech and Language Therapy Services of up to 13,670 hours, to provide these services to students with disabilities. We received proposals from seven (7) vendors. The department formed a Selection Committee which included Miguel Pabon, Director of Pupil Service, Melina Rodriguez, Assistant Director of Pupil Services, and Donajean Belcher, Supervisor of Special Education. After reviewing the 7 vendors, the top three (3) were selected for a follow-up interview. After careful review of all the proposals and information from the interviews, the Selection Committee recommended two vendors to provide these services in Waterbury. Access Rehab Centers, LLC was awarded the main part of the contract (up to 9,113 hours) and Stepping Stones Group, LLC, was awarded the remainder (up to 4,557 hours). Access Rehab Centers, LLC has worked with our district in the past and we have been satisfied with the services provided. This contract is paid with general funds. A tax clearance and all requisite city compliance documents have been or will be obtained.

PROFESSIONAL SERVICES AGREEMENT

RFP No. 7612

for

Speech and Language Therapy Services

between

The City of Waterbury, Connecticut

and

Access Rehab Centers, LLC

THIS AGREEMENT (the “Agreement” or “Contract”), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (the “City” or “District”), located at City Hall, 235 Grand Street, Waterbury, Connecticut 06702 and Access Rehab Centers, LLC (the “Consultant” or “Access”), located at 22 Tompkins Street, Waterbury, Connecticut 06708, a State of Connecticut duly registered domestic limited liability company (Jointly referred to as the “Parties” to this Agreement.)

WHEREAS, the Consultant submitted a proposal to the City responding to **RFP No. 7612** for Speech and Language Therapy Services; and

WHEREAS, the City selected the Consultant to perform services regarding **RFP No. 7612**; and

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

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

1.1. The Project consists of, and Consultant shall provide, up to 9,113 hours of speech and language therapy for Waterbury Public School District students ages 3-22 with speech and language therapy needs and other related services under the direction of School District personnel as directed by the students’ Individual Education Plans (IEPs) and 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:

- 1.1.1 Addendum #1 to City of Waterbury RFP No. 7612, dated April 4, 2023, consisting of 3 pages, attached hereto;
- 1.1.2 City of Waterbury RFP No. 7612, consisting of 14 pages (excluding Attachments A-C), attached hereto;
- 1.1.3 Consultant's Cost Proposal, consisting of 1 page, attached hereto;
- 1.1.4 Consultant's Response to RFP No. 7612, consisting of 27 pages (excluding Attachments B, C, E & F), attached hereto;
- 1.1.5 City Contract Compliance Documents, incorporated herein by reference;
- 1.1.6 Certificates of Insurance, incorporated herein by reference;
- 1.1.7 Licenses, incorporated herein by reference;
- 1.1.8 All applicable Federal, State, and local statutes, regulations charter and ordinances, incorporated herein by reference.

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

- 1.2.1 All applicable Federal, State, and local statutes, regulations charter and ordinances
- 1.2.2 Any Amendments to this Contract
- 1.2.3 This Contract
- 1.2.4 Addendum #1 to City of Waterbury RFP No. 7612
- 1.2.5 City of Waterbury RFP No. 7612
- 1.2.6 Consultant's Cost Proposal
- 1.2.7 The Consultant's Response to RFP No. 7612

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

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

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

2.3. Activities, Work, and Services Performed in Department of Education Facilities, on School Grounds, at Student Sporting Events, and/or where City Students Present. For all activities in school facilities and/or Department of Education facilities, the Contractor shall first be required to coordinate all on-site visits and activities with the appropriate Department/personnel in Education, or the designated person and shall obtain any necessary clearance, ID badges, etc.

2.4. Criminal Background Check and DCF Registry Check. The Consultant shall ensure, and represents to the City, that any employee who will be on school grounds/Department of Education Property/at Department of Education events and/or where City students are present, that will or may have direct contact with a student pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The Consultant shall further ensure, and represents to the City that any person who will have direct contact with a student has submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The Consultant shall not permit any person with a disqualifying criminal history to have direct contact with a student.

2.5. Activities, Work, and Services Performed on other City Property (Non-Education facilities). For all activities involving non-Board of Education facilities and/or buildings, Consultant shall first be required to coordinate all on-site visits and activities with the appropriate City Department or its designee.

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

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

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

3. 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. Each Access Speech Language Pathologist shall provide timely and complete reports as requested by the City and/or District staff and provide District Medicaid documentation in a form and manner acceptable to the District which is in compliance with the State of Connecticut Department of Social Services regulations and other relevant law. Additionally, each Access Speech Language Pathologist shall provide timely, daily if possible 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)** any and all additional useful and/or relevant information **(v)** provide progress reports as required by the City regarding student progress. Each report shall be signed by each Speech Language Pathologist or Access authorized signatory.

NOTE: the Consultant's failure to deliver any report required herein shall be deemed a

material breach of this Contract, the City hereby reserving the right to exercise all available legal remedy(ies) to address said breach.

4. 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 commencing July 1, 2023, and terminating June 30, 2026.

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

6. Compensation. The City shall compensate the 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 **TWO MILLION FOUR HUNDRED FIFTY-SEVEN THOUSAND FIVE HUNDRED NINETY-THREE DOLLARS AND EIGHTY-FOUR CENTS (\$2,457,593.84)** for the entire term of this Agreement, and shall be in accordance with Consultant's Cost Proposal and as set forth below:

6.1.1. July 1, 2023 – June 30, 2024

An amount not to exceed..... \$798,663.32
Based on the hourly rate of..... \$87.64 per hour

6.1.2. July 1, 2024 – June 30, 2025

An amount not to exceed..... \$818,620.79
Based on the hourly rate of..... \$89.83 per hour

6.1.3. July 1, 2025 – June 30, 2026

An amount not to exceed..... \$840,309.73
Based on the hourly rate of..... \$92.21 per hour

Total Amount Not to Exceed..... \$2,457,593.84

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. 7612** shall be solely borne by the Consultant and are not included in the compensation to be paid by the City to the Consultant under this Contract or any other Contract.

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

6.6. Liens. Neither the final payment nor any part of the retained percentage, if any, shall become due until the Consultant, if requested by the City, shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, if required, in either case, an affidavit that so far as the Consultant has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but the Consultant may, if any subcontractor refuses to

furnish a release or receipt in full, furnish a bond satisfactory to the City, to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the Consultant shall refund to the City all moneys that the City may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

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

8. Indemnification.

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

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

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

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

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

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

9. Consultant's Insurance.

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

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

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

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

9.4.1 General Liability Insurance:

\$1,000,000.00 per occurrence

\$2,000,000.00 aggregate

\$2,000,000.00 Products and completed operations aggregate

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

9.4.2 Automobile Liability Insurance:

\$1,000,000.00 combined single limit (CSL)

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

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

Employers' Liability:

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

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

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

9.4.4 Excess/Umbrella Liability:

\$1,000,000.00 each occurrence

\$1,000,000.00 aggregate

9.4.5 Professional Liability/E&O:

\$1,000,000.00 each Wrongful Act

\$1,000,000.00 aggregate

9.4.6 Abuse/Molestation Liability:

\$1,000,000.00 each Occurrence

\$1,000,000.00 aggregate

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

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

9.7. Certificates of Insurance: The Consultant's General, Automobile and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and The Board of Education as an additional insured and provide a waiver of

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

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

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

10.1. Permits, Laws, 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, gender identity or expression, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the

employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

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

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

12. Intentionally Omitted.

13. Termination.

13.1. Termination of Contract for Cause. If, through any cause, in part or in full, the fault of the Consultant, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination.

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

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

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

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

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

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

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

13.4. Rights Upon Cancellation or Termination.

13.4.1 Termination for Cause. In the event the City terminates this Contract for cause, the Consultant shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the documents, data, studies, reports, specifications, deliverables, etc. provided to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, the Consultant shall transfer all licenses to the

City which the Consultant is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Consultant for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. The Consultant shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this agreement in whole or in part.

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

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

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

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

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

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

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

15.1. Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions;

15.2. war, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest, riots, pandemics or epidemics;

15.3. acts of governmental authorities such as expropriation, condemnation, changes of law and order or regulations, proclamation, ordinance, or other governmental requirement;

15.4. strikes and labor disputes; and

15.5. certain accidents including but not limited to hazardous, toxic, radioactive or nuclear contamination spills, contamination, combustion or explosion, which prevent a Party from fulfilling their obligations or otherwise render performance under the Contract impossible.

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

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

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

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

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

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

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

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

22. Independent Contractor Relationship. The relationship between the City and the Consultant is that of client and independent contractor. No agent, employee, or servant of the Consultant shall be deemed to be an employee, agent or servant of the City. The Consultant shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants

and subcontractors during the performance of this Contract. It is the express intention of the parties hereto, and the Consultant hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Consultant hereunder is/are not and shall not be deemed an employee of the City of Waterbury, but is/are and shall remain an independent contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City of Waterbury and the Consultant or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Consultant hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that the Consultant shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

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

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

25. Contract Change Orders.

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

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

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

25.1.3 the Final Completion Date has not been changed.

25.2. Notwithstanding the foregoing subsection 25.1, a Change Order shall not include:

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

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

25.3. That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed, and if agreed to, approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both the Consultant, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Consultant's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract. Any contract change NOT fully complying with this Section 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. 7612** and (ii) the Consultant's proposal responding to the aforementioned **RFP No. 7612**.

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 Law and Choice of Forum. This Contract shall be construed in accordance with the terms and conditions set forth in this Agreement and the law of the State of Connecticut without regard to choice or conflict of laws principals that would cause the application of any other laws. Any dispute or controversy arising out of or relating to this Contract or otherwise shall be determined by a court of competent jurisdiction in Waterbury, Connecticut (or the Federal Court otherwise having territorial jurisdiction over such City and subject matter jurisdiction over the dispute), and not elsewhere.

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: Access Rehab Centers, LLC
22 Tomkins Street
Waterbury, Connecticut 06708

City: The City of Waterbury
Attn: Department of Education
236 Grand Street
Waterbury, CT 06702

With a copy to: Office of the Corporation Counsel
City Hall Building
235 Grand Street, 3rd Floor
Waterbury, CT 06702

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

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

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

governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

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

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

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

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

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

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

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

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

32.10. The Consultant hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: <https://www.waterburyct.org/services/city-clerk/code-of-ordinances> [click link titled "Code of Ordinances (Rev. 12/31/19)". For Chapter 38, click on "Title III: Administration", then click on "Chapter 38: Centralized Procurement System". For Chapter 39, click on "Title III: Administration", then click on "Chapter 39: Ethics And Conflicts of Interest"]

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

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

the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

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

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

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

(Signature page follows)

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

WITNESSES:

CITY OF WATERBURY

Sign: _____
Print name: _____

By: _____
Neil M. O'Leary, Mayor

Sign: _____
Print name: _____

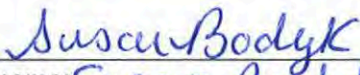
Date: _____

WITNESSES:

ACCESS REHAB CENTERS, LLC

Sign: 
Print name: Donna Guenera

By: 

Sign: 
Print name: Susan Bodyk

Date: June 2, 2023

ATTACHMENT A

- 1.** Addendum #1 to City of Waterbury RFP No. 7612, dated April 4, 2023, consisting of 3 pages, attached hereto;
- 2.** City of Waterbury RFP No. 7612, consisting of 14 pages (excluding Attachments A-C), attached hereto;
- 3.** Consultant's Cost Proposal, consisting of 1 page, attached hereto;
- 4.** Consultant's Response to RFP No. 7612, consisting of 27 pages (excluding Attachments B, C, E & F), attached hereto;
- 5.** City Contract Compliance Documents, incorporated herein by reference;
- 6.** Certificates of Insurance, incorporated herein by reference;
- 7.** Licenses, incorporated herein by reference;
- 8.** All applicable Federal, State, and local statutes, regulations charter and ordinances, incorporated herein by reference.



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

ADDENDUM #1

April 4, 2023

RFP 7612 Speech and Language Therapy Services

Please refer to the questions and answers below.

Question: Do you require only one copy of the cost proposal in a separate sealed envelope or would you like one original and four paper copies?

Answer: Yes. We will need one original copy and the four copies. Each document must include a cost proposal.

Question: Would you like a separate file on the USB drive to contain the pricing information electronically?

Answer: Yes.

Question: Are you currently working with any agencies providing SLP services to your District?

Answer: Yes.

Question: Who are your current vendors and what prices do they charge?

What is the current rate? / Who are the current providers?

Answer: To confirm the current providers are the following:

ACCESS – \$82.90 per hour

Stepping Stones - \$74 per hour

Question: Have these vendors been able to meet all of your SLP needs?

Answer: Vendors have had difficulty providing the number of staff requested.

Question: Do you require that clinicians resumes and/or licensure be submitted with the proposal?

Answer: Yes. As an attachment per the outline of the RFP proposal.

Question: How many hours are in a typical school day (i.e. how many hours are therapists allowed to be on-site and billing)?

Answer: A regular school day is dependent upon grade level:

- Elementary: 6.25 hours
- Middle School: 6.5 hours
- High School: 6.5 hours

Staff will be required to work up to 7.5 hours

Question: How many work days are they assigned for the school year?

Answer: Speech pathologist can work up to 181 school days and summer days could be an option.

Question: Do you anticipate awarding to one or multiple vendors? If multiple, how many?

Answer: Yes. Up to 4.

Question: If multiple vendors, how will you utilize and notify awarded vendors for your staffing needs? (Ranked order, broadcast to all awarded vendors, or use of preferred vendors).

Answer: We will notify the awarded vendors via an email and publish a notification of the awarded via our procurement site.

Question: Will assigned clinicians have access to therapy materials, supplies, equipment, evaluation kits, and protocols provided by your schools?

Answer: Therapist can utilize any materials provided by the district upon request.

Question: Will assigned clinicians have access to computers/ laptops and printers provided by your schools?

Answer: Yes.

Question: Is the contracting agency able to bill for both direct and indirect treatment time (paperwork, meeting, teacher consultations, etc.)?

Answer: Yes. Per the contracting agency's rules and responsibilities to provide both indirect, direct treatment, and paperwork. It is included in their required 7.5 hours per school day.

Question: Will the district accept services delivered via Teletherapy?

Answer: No, we do not accept services via Teletherapy.

Question: How many Speech and Language Therapists are currently utilized in Waterbury?

Answer: To confirm we have the following total of Speech and language therapist utilized:

- Hired by district: 26
- Contracted staff: 14

Question: Would the therapists have to travel between schools?

Answer: Possibly, dependent on district needs.

Question: For the hourly rates, do you accept a rate range? Or do you need fixed or flat rate?

Answer: Per the RFP it is preferred to have a fixed rate.

Thank you.

Maureen McCauley

Assistant Director of Purchasing – City of Waterbury

REQUEST FOR PROPOSAL
BY
THE CITY OF WATERBURY
DEPARTMENT of EDUCATION
Speech and Language Therapy Services
RFP # 7612

The City of Waterbury, Department of Education (hereinafter "City"), is seeking a vendor, proposer or contractor to provide:

Up to 13,670 hours of speech and language therapy services each year to the Waterbury School District to students ages 3-22 with speech and language therapy needs and other related work under the direction of District personnel for a three-year period commencing on or about July 1, 2023 through June 30, 2026.

A. Background and Intent

The purpose of this request for proposal is to obtain hourly cost proposals for the next three years from reliable, licensed, professional proposers to provide speech and language therapy, testing and related services as needed by the Waterbury School District for students with disabilities at a competitive hourly rate.

B. Qualifications

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

1. Experience and expertise in regards to providing the types of or similar services as those outlined in the Scope of Services in this RFP to students ages 3-22.
2. A proven track record in providing these types of or similar services for similar school districts upon request and in a timely fashion within budget to the school district's satisfaction. Please provide the names, addresses, contact person and phone number for all of the school contracts the proposer has had over the last five (5) years. The City reserves the right to contact any of these school districts for a reference.
3. Staff knowledge of federal and state laws and regulations governing the services outlined in the scope of services and expertise in all related aspects of the provision of speech and language therapy including but not limited to early interventions, therapy, evaluations, assessments, staff training and collaboration, development, revision and implementation of all relevant aspects of students' individual education plans, reports, electronic Individualized Education Program (IEP) and data collection systems.
4. Ability to provide experienced, Connecticut (CT) certified, licensed and qualified speech and language pathologists to the District upon request without delay to fill

immediate and changing needs of the District in both in school and in-home settings.

5. Ability to provide speech and language pathologists who have master's degree or doctorate in speech and language pathology from an accredited post-secondary institution, CT Health Department licensure and CT State Department of Education certification as required by law.
6. The speech and language pathologists provided have experience working with children ages 3-22 in the fields of speech and language therapy.
7. The proposer must provide evidence of sufficient staff to meet the District's needs. The proposer must submit a list of the proposed staff's level of training in the school setting and individual experience in the provision of speech and language therapy services to students with disabilities. The Proposer will provide retention/turnover rates of staff. The Proposer must agree to allow the District to conduct personal interviews of all proposed staff and final staff selection for the proposal is subject to the District's approval.
8. Each speech and language pathologist provided must have expertise in the principles, methods and procedures used to determine the need for student services, design and implement individualized goals and objectives, conduct evaluations and screenings, assess and report on progress, observe, design and implement treatment plans, identify appropriate accommodations, assistive and communication devices, design and implement research based early intervention and treatment plans, identify teaching strategies for students with related academic and educational needs, train and instruct staff and provide any other related service as required by the District.
9. Each speech and language pathologist must follow City and District procedures, guidelines and other requirements as set forth by Waterbury District representatives, including qualification and exit procedures and obtain satisfactory criminal background checks, Department of Children and Families Registry checks, fingerprinting and drug screening.
10. Speech and language pathologists shall submit in a timely manner the appropriate documentation required for Medicaid billing purposes. The Speech and language pathologists will utilize the web-based platform used by the City for purposes of claims submissions to Medicaid (e.g., CT-SEDS, Compuclaim, Frontline). The speech and language pathologists will complete service logs and monthly progress reports in such web-based applications for students. The speech and language pathologists will not determine Medicaid eligibility of the student. Daily service logs and monthly progress reports will include date and times of services, names, disciplines, and licensing information of the individual providing the services; and shall be signed by the individual(s) who performed and/or supervised the service.

11. The proposer must provide a transparent electronic and fully accessible system for verifying hours worked by speech and language staff and personnel. Staff will be able to work up to 7.5 hours per school day.
12. The proposer must share a pay rate schedule for half days, snow days, holidays, and professional training seminars attended by speech and language pathologists.
13. The successful responder/contractor shall comply with all provisions of IDEA funding as it pertains to this contract.

C. Scope of Services

1. The proposer agrees to provide up to 13,670 total hours of speech and language therapy and related services to students, ages 3-22, and to the Waterbury School District for the number of hours, days or portions thereof as the District may need during the school year and during the summer. All hours billed must be for work performed during school hours on days the school is in session with the exception of homebound services.
2. Therapy and related services must be provided by CT licensed, certified and qualified speech and language pathologists without delay to fill the immediate and changing needs of the District both in school and in home settings. The District has the right to interview each pathologist proposed and to determine if the person is appropriate to work with District students. The proposer will insure that all pathologists working in the District have had satisfactory criminal background checks, fingerprinting, drugs tests and DCF registry checks as required under law and will provide the District proof upon request.
3. The speech and language pathologists will work under the guidance or direction of District personnel and will comply with all District requests. They will be assigned student caseloads and other related responsibilities. They shall participate in planning and placement team meetings for individual students and provide other services at the District's request.
4. The speech and language pathologists provided by the proposer will collaborate, train, assist, co-teach, obtain professional development and consult with Waterbury staff when requested by the District.
5. The proposer will provide highly qualified pathologists who utilize best practices and research-based interventions within the standards of the profession or as set forth by the District.
6. The proposer will supervise its pathologists and monitor services provided and time billed by each and insure adherence to the terms of the contract. The proposer's pathologists will provide services and maintain specific records as required by the District and in compliance with all relevant federal, state, local and district laws, policies, procedures, regulations and ethical standards. The proposer shall provide reports to district administrative staff prior to public review.

7. Each speech and language pathologist shall provide timely and complete reports as requested by Waterbury staff and provide to the District Medicaid documentation in a form and manner acceptable to the District and which is in compliance with the State of Connecticut Department of Social Services regulations and other relevant law.
8. The proposer will submit prompt bills for services rendered no later than 30 days after the services were provided with supporting documentation as requested by the District. The proposer will monitor the hours of service to insure compliance with the terms and amount of the contract and will note the hours used and remaining under the contract on each bill submitted to the District.
9. The proposer will immediately provide substitutes for staff who are absent and provide in-service professional development and relevant speech and language therapy materials to Waterbury staff and parents when requested by the District.

D. Agreement Period

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be July 1, 2023 through June 30, 2026.

E. Insurance

The respondent shall provide insurance as set for in **Attachment D** provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial category as shown in the most current A.M. Best Company ratings.

F. 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 complete and sign the items and any forms included in Attachment A. (Contract Compliance Packet).
3. All questions and communications about this request for Proposal and submission requirements must be directed to the City of Waterbury ProcureWare website and must be received **by 2:00 PM on March 30, 2023**. Prospective proposers must limit their contact regarding this RFP to the Purchasing Director or such other person otherwise designated by the Purchasing Director. Responses to questions submitted by the above date or identified at any Information Session to be held in regard to this RFP, **along with any changes**

or amendments to this RFP, will be available via the City of Waterbury ProcureWare website **by April 4, 2023, 2:00 PM**. It shall be the responsibility of the proposer to download this information. If you have any procedural questions in this regard, please call the Purchasing Director at (203) 574-6748.

G. Management

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

H. Conditions

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

1. All proposals in response to this RFP are to be the sole property of the City. Proposers are encouraged **not** to include in their proposals any information which is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.
2. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the City.
3. The timing and sequence of events resulting from this RFP will ultimately be determined by the City.
4. The proposer agrees that the proposal will remain valid for a period of 120 days after the closing date for the submission and may be extended beyond that time by mutual agreement.
5. The City may amend the terms or cancel this RFP any time prior to the execution of a contract or purchase order for these services if the City deems it to be necessary, appropriate or otherwise in the best interests of the City. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered. At his option, the City's Director of Purchasing may provide all proposers with a limited opportunity to remedy any technical deficiencies identified by the City in their initial review of proposals.
6. The proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel from the proposal during the course of the agreement period must be approved by the City, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the City. At its discretion, the City may require the removal and replacement of any of the proposer's

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

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

that the contract or purchase order has been accepted and approved by the City. Any contract resulting from this RFP may be amended only by means of a written instrument signed by the proposer and signed by the Mayor.

I. Proposal Requirements & Required Format

One original (1) and four (4) paper copies of the proposal, as well as a copy of the original proposal in pdf format on a CD or flash drive, must be received at the following address no later than **11:30 AM on April 13, 2023**. **Proposals received after that time shall not be considered.**

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

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

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

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

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

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

- c. Personnel Listing. A complete listing of the staff identified in the work plan by job classification, along with their resumes. Each resume shall include the individual's qualifications and experience in the subject area.
 - d. Conflict of Interest. Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest.
3. Statement of Qualifications and Work Plan
 - a. Qualifications. Please describe your firm's qualifications, experience and capabilities as they pertain to each of the areas of qualifications listed, as well as those of the personnel to be assigned to this project.
 - b. Work Plan. Please describe the approach that would be generally followed in undertaking the Scope of Services in Section C above.
 - c. Services Expected of the City. Identify the nature and scope of the services that would be generally required of the City in undertaking these projects.
 4. Cost Schedule. Proposals shall include a single price for the three-year term of work to be performed in accordance with this RFP, inclusive of all personnel and non-personnel expenses. This price should encompass the entire Scope of Services in this RFP. The City reserves the right to negotiate costs, scope of services, and key personnel based on provider proposals. In order for the City to evaluate the proposed cost, proposers must include for each element in the Work Plan outlined in Section I.3.b. above, the staff, hours, hourly rates and the total cost. Include details generally associated with non-personnel costs as an additional cost section.

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

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

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

Please respond to the following questions:

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

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

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

J. Evaluation of Proposals; Selection Process

1. Evaluation Criteria

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

- a. Proposed statement of work. Emphasis will be on grasp of the issues involved, soundness of approach and the quality of the overall proposal.
- b. Proposed cost schedule.
- c. Experience, expertise, and capabilities of the proposer. Background, qualifications, and previous experience of personnel to be assigned to the project and their demonstrated competence, experience and expertise in the type of work to be performed. The type of experience, expertise, capabilities, and qualifications desired are outlined in Section B. - Qualifications of this RFP. The City may contact one or more of the organization references listed in Section I.2.b. of this RFP as part of assessing the experience, expertise and capabilities of the proposers or those selected as the finalist(s).
- d. Time, Project and Cost Schedule. Emphasis will be on the proposer's record with completing tasks and producing the necessary products within required time frames and within budget.

2. Selection Process

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

K. 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.

L. Federal, State and Local Employment Requirements

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

M. 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.

N. State DAS Requirements for Construction Projects

If applicable, Proposers shall submit with their Proposals their DAS Contractor Prequalification Certificate along with a current Updated Bid/Proposal Statement. In addition, any named Subcontractor whose subcontract value is equal to or greater than \$500,000 shall hold a current DAS Contractor Prequalification Certificate in the closest applicable Classification of the work that the Subcontractor will complete in the contract. The proposer must submit with their proposal, all applicable Subcontractor DAS Prequalification certificates. Any Proposal submitted without a copy of the DAS Prequalification Certificate and an Updated Bid/Proposal Statement for the proposal and DAS Prequalification Certificates for Subcontractors whose subcontract value is equal to or greater than \$500,000 shall be invalid.

The Successful Proposer and each of its Subcontractors having subcontracts in value equal to or greater than \$500,000 shall maintain and keep current their respective DAS Contractor Prequalification Certificates at all times during the term of the Contract and any warranty period set forth in the Contract Documents.

O. Bid Bond – NOT APPLICABLE

Each Proposal submitted shall be accompanied by a Proposal Security (a Certified Check or Bid Bond) in the amount of **ten (10) percent** of the Total Proposal Price.

P. Performance/Payment Bonds – NOT APPLICABLE

The Proposer to whom a contract is offered, must furnish to the City, if that contract has a total cost greater than \$50,000.00, a 100 percent Performance Bond with a surety, and in a form, acceptable to the City. In the City's sole discretion, it may also require a 100 percent Payment Bond and/or other additional security with a surety, and in a form, acceptable to the City.

Five (5) Attachment A Documents

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

One (1) Attachment B Document

- SAMPLE CONTRACT

One (1) Attachment C Document

- ADDENDUM/CERTIFICATION/NOTICE OF ACCEPTANCE

One (1) Attachment D Document

- INSURANCE REQUIREMENTS

Attachment D

Insurance Requirements

Contractor/Vendor shall agree to maintain in force at all times during the contract the following policies and minimum limits and shall name all entities, individuals, etc., identified below as an Additional Insured on a primary and non-contributory basis to all policies, except to those policies expressly excluded below. Additionally, all policies, with the exception of those expressly identified otherwise, shall also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A"VIII.

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

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

General Liability: \$1,000,000 each Occurrence
 \$2,000,000 General Aggregate
 \$2,000,000 Products/ Completed Operations Aggregate

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

Workers Compensation: WC Statutory Limits
 Employer Liability (EL)
 \$1,000,000 EL each Accident
 \$1,000,000 EL Disease each Employee
 \$1,000,000 EL Disease Policy Limits

Excess/Umbrella Liability: \$1,000,000 each Occurrence
 \$1,000,000 Aggregate

Professional Liability/E&O: \$1,000,000 each Wrongful Act
 \$1,000,000 Aggregate

Abuse/Molestation Liability Insurance: \$1,000,000.00 each Occurrence
 \$1,000,000.00 aggregate coverage.

(Applicable to Contractors working directly with Youth/Minors)

Wording for Additional Insured Endorsement and Waiver of Subrogation:

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

Confidential Cost Proposal
RFP #7612

Access Rehab Centers proposes the following hourly rates for its services:

<u>Service</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Speech & Language Pathology	\$87.64	\$89.83	\$92.21
Hours	13,670	13,670	13,670
TOTAL COST	\$1,198,038.80	\$1,227,976.10	\$1,260,510.70

The salary rate includes:

- A Senior Clinician currently serving as onsite Access lead.
- All payroll taxes and benefits, including health insurance.
- Liability insurance and supplies required by the contract.
- Administrative overhead to cover the cost of managing service provision as well as of maintaining adequate staffing.
- Laptops/iPads/and additional supporting assistive technology used by clinicians.

Summer Staffing Rates: The payment rate for summer staffing will be the same as for the year previously completed.



Proposal to:

**The City of Waterbury
Department of Education**

for

Speech Language Pathology Services

RFP #7612

Submitted by:



**22 Tompkins Street
Waterbury, CT 06708
April 11, 2023**

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Attachment A - 5 Year History of School Contracts

Attachment B - Personnel Listing and Resumes

Attachment C - Corporate Resolution

Attachment D - Organizational Chart

Attachment E - Certificate of Liability Insurance

Attachment F - Completed City of Waterbury Disclosure Forms

Access is pleased to offer this proposal for the opportunity to continue providing Speech and Language Therapy Services to the Waterbury School Systems for the period of July 1st, 2023, to June 30th, 2026.

We are committed to keeping our services as cost effective to the City as possible, consistent with the services and added value we feel we offer, and this is reflected in our cost proposal.

Once again, **we respectfully ask the Department of Education to consider the differentiating factors below that we feel strongly advance the choice of Access Rehab Centers** for the District's Speech therapy provider:

- Access has provided and will continue to provide a very experienced and dedicated onsite clinical manager for our services, who also carries a full caseload.
- Access employs a part-time Administrative Assistant solely dedicated to Waterbury School-based Services to ensure accurate and on-time billing and documentation.
- Access developed and uses a Quarterly Quality Indicator Report, which is reviewed in-person with the Department, utilizing an underlying database that allows for tracking of emerging children's needs and services required.
- We have equipped a majority of our therapists with Apple iPads in addition to their laptop computers.
- We have developed specialist skills in low and mid-level assistive technology, having put together low-tech kits, mid/high level evaluation capability with a dedicated laptop with AT software. We have received training in assistive technology from experts in the field.

- Access has provided and will continue to provide additional In-services for teachers, paraprofessionals, and behavior therapists. Past examples include Safe Lifting Techniques, Brain Gym, Sensory Integration, Fine Motor Skills. In 2016, Access provided an Evening Workshop for parents of elementary students on fine motor and visual motor skills needed for school performance.
- Sensory Room Expertise: Our company President and a number of our school system therapists have expertise in developing sensory rooms.
- As a provider with home offices in Waterbury, we are invested in and committed to assisting the Waterbury School District in doing what's right for the children of our city.

Access Rehab Centers thanks the Waterbury School System for the opportunity to submit this proposal.

Founded in 1998, Access Rehab Centers was formed by combining the long-standing therapy programs at Waterbury Hospital and at Easterseals of Greater Waterbury. The combination of these two therapy programs produced a “hybrid” company that continues to be extremely successful. Access Rehab Centers has enjoyed dramatic growth since its inception. The company’s commitment to quality has allowed for ongoing CARF accreditation, consistent growth in patient volumes, the expansion of the company into other therapy delivery models, as well as managing other hospital therapy delivery systems.

Access Rehab Centers has garnered and maintained a reputation for producing high quality programs in a cost-efficient manner. We regularly experience extremely low staff turnover as we strive to hire therapists who value doing quality therapy. Access Rehab Centers now provides staffing, management, and clinical leadership to therapy programs in school systems, fourteen outpatient programs, inpatient services at Waterbury Hospital, and an extensive pediatric program which extends from the NICU unit through outpatient and school-based programs.

Our company has provided services for the Waterbury School District for many years. During this time, we have developed a substantial understanding of the needs of the District and its teachers. With our home offices based in Waterbury, our management team is dedicated to being highly responsive to Waterbury Schools to maintain a successful collaborative relationship.

Access Rehab Centers **fully meets and complies with the qualifications** outlined in the Waterbury School District RFP Section B:

1. We have experience and expertise in providing similar services. *(see Section 2b section on Relevant Experience)*
2. We have a proven track record in providing these types of services to similar school districts. *(See Attachment A for the school contracts we have serviced over the last 5 years.)*
3. We possess the required knowledge and experience with federal and state laws and regulations governing the services outlined in the scope of services and expertise in all related aspects of the provision of speech and language therapy services.
4. We can and will provide experienced, Connecticut licensed and qualified speech and language pathology therapists to the District upon request without delay to fill immediate and changing needs of the District both in school and in home settings.
5. We can and will provide speech and language pathology therapists having undergraduate degrees and master's degrees in speech and language pathology from an accredited post-secondary institution, CT Health department certification and CT State Department of Education certification as required by law.
6. The speech and language pathology therapists we will provide have experience working with children ages 3-22 in the field of speech and language pathology therapy.

7. As evidenced by the therapist resumes in Attachment B, our proposed therapists have training and experience in the school setting and individual experience in the provision of speech and language pathology therapy services to students with disabilities.

Our retention rate for staff has traditionally been above 90% annually. Over the past several months the retention was closer to 67% due to dramatic hiring shortages across the State of CT. Access agrees the District may conduct personal interviews of all proposed staff and that final staff selection will be subject to the District's approval.

8. Therapists Access will provide have expertise in the principles, methods and procedures used to determine the need for student services, design and implement individualized goals and objectives, conduct evaluations and screenings, assess and report on progress, observe, design and implement treatment plans, identify appropriate accommodations, assistive and communication devices, design and implement research based early intervention and treatment plans, identify teaching strategies for students with related academic and educational needs, train and instruct staff and provide any other related service as required by the District.
9. Each Speech and Language Pathology Therapist provided will follow City and District procedures, guidelines and other requirements as set forth by Waterbury District representatives, including qualification and exit procedures and obtain satisfactory criminal background checks, Department of Children and Families Registry checks, fingerprinting and drug screening.
10. Each Speech and Language Pathology Therapist will provide timely and complete reports as requested by Waterbury staff and provide to the District Medicaid documentation in a form and manner acceptable to the District and which is in compliance with the State of Connecticut Department of Social Service regulations and other relevant law.

Access Rehab Centers will provide up to 12,075 hours of Speech and Language Pathology Therapy services.

Acceptance of RFP Terms and Conditions

In accordance with Waterbury School District requirements, Access Rehab Centers has reviewed and will be prepared to sign, prior to the execution of a contract with the City, the items and forms included in the Contract Compliance Packet (RFP item E2).

Access Rehab Centers accepts the City's standard agreement language. Access Rehab Centers 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 directly participated in the preparation of this proposal.

As requested in RFP section B, Qualifications, please find a list of school contracts Access Rehab Centers has serviced in the last 5 years as in Attachment A.

Please see separate sealed envelope marked:

RFP #7612

Cost Proposal

Roberta Abell, Former Supervisor of Special Education
Waterbury Public School System
236 Grand Street
Waterbury, CT 06702
203-574-8017

Melissa Baldwin, Former Supervisor of Special Education
Waterbury Public School System
236 Grand Street
Waterbury, CT 06702
203-574-8017

Monica O'Neal, Former Supervisor of Special Education
Waterbury Public School System
236 Grand Street
Waterbury, CT 06702
203-574-8017

Access Rehab Centers provides high quality, cost effective, services. There is a commitment to support the Waterbury Public School system and the children from our shared communities. The Company furthermore commits to the shared responsibility of addressing the Diversity, Equity, and Inclusion needs of any underserved populations.

Access Rehab Centers is a legal entity, duly organized, valid and in good standing under the laws of Connecticut and is in full compliance with all federal and state obligations related to our organization.

Access Rehab Centers is accredited by the Commission on Accreditation of Rehab Facilities (CARF). This includes a self-imposed, stringent, on-site audit of all our outpatient programs. Our inpatient and VNA staffing programs meet or exceed the standards imposed by the Joint Commission on Accreditation of Healthcare Organizations.

Access Rehab Centers has yearly full accounting audits performed through an independent certified public accounting firm.

Our staff is highly experienced in the regulatory requirements for the provision of therapy services in multiple settings including school system services.

Our firm conducts a regular “Information Outcomes Measurement System” that includes rigorous outcomes studies for all areas of practice. Individual Quality Indicator reports are generated as requested by specific service contracts. These reports are tailored to the regulatory requirements of each entity, and they are provided on a regular basis.

Access Rehab Centers has provided Speech and Language Pathology Therapy Services in the Waterbury School System for the past nine years, as well as Occupational and Physical Therapy Services for the last eighteen years.

Access Rehab Centers has grown in size and scope every year of its existence. We continue to provide staffing, management, and clinical leadership to therapy programs in area school systems, inpatient services at Waterbury Hospital, and over a large portion of the therapy continuum.

We continue to add or grow specialized services such as Pediatric Feeding, Women's Health and treatment of Parkinson's Disease and Multiple Sclerosis conditions, with more expansions underway.

Access Rehab Centers is fully committed to supporting the Waterbury School District program. Our administrative staff is experienced in the provision of therapy services and in the recruiting, development, and maintenance of strong teams of clinicians supporting multiple settings.

The administrative team will be available to be reached on a 24-hour basis, seven days a week to assist as needed. This team includes, but is not limited to:

Brian P. Emerick, MBA, MSOT (President):

After internships in acute hospital, rehabilitation services and long-term care psych services, Mr. Emerick worked as staff therapist in a rehabilitation hospital. From this position Mr. Emerick obtained a position with a healthcare company that specialized in contracted therapy programs to state agencies. Mr. Emerick served as a consultant and program developer in numerous states and facilities including Delaware, Oregon, Florida, Pennsylvania, Kansas, Tennessee, Indiana, and Connecticut. These programs served developmentally delayed individuals ranging in age from childhood through late adulthood. Mr. Emerick has extensive experience in systems development, contractual services, and in the building of strong customer relationships. Mr. Emerick will serve as a primary administrative contact for Waterbury Schools.

Danielle Lucarelli, OTR/L (Program Manager, Waterbury School Contract):

Mrs. Lucarelli is currently the on-site manager for the Waterbury School Physical and Occupational Therapy Contract, while also carrying a full caseload. Mrs. Lucarelli received her BS in Occupational Therapy from University of New Hampshire and has worked primarily in school-based settings for 25+ years. Mrs. Lucarelli has held this supervisory role since 2020. She has overseen all aspects of Access Rehab school-based therapist services ensuring adherence to contract terms while holding monthly team meetings that provide professional development.

Nancy Renner, OTR/L (Previous Program Manager, Waterbury School Contract):

Ms. Renner has previously served as the on-site manager for the Waterbury School Physical and Occupational Therapy Contract, while also carrying a full caseload. Ms. Renner received her BS in Occupational Therapy from Quinnipiac University and has worked primarily in school-based settings for 30+ years. Ms. Renner has held supervisory roles since 1991. Ms. Renner continues to provide services on a part-time basis and remains available to consult and as a resource to the current Program Manager.

John J. Gevinski, M.D. (Medical Director for Access Rehab Centers for the past 24 years)

Dr. Gevinski is a specialist in physical medicine and rehabilitation. He has extensive experience working with therapists within a multi-disciplinary model and meets weekly with Access therapists for patient case rounds. Dr. Gevinski received training in adult and pediatric physical medicine at the Rusk Institute and the NYU Medical Center. He has additional training in internal medicine at the Yale Internal Medicine Program. Dr. Gevinski is a member of the Waterbury Hospital medical staff.

Access Rehab Centers currently provides an ongoing connection through an on-site lead Program Manager for Occupational and Physical Therapy, as well as priority contact numbers for the clinical lead for pediatric services, the President, and the Business Planning Manager. Administrative staff continue to perform regular quarterly reviews and Quality Indicator Reports to ensure early detection of any problems or opportunities for improved services.

Our objective is always to have our employees function as if they were your employees. Our management process is designed to partner with you in the achieving of your facilities' goals. Our services include:

- **Staffing Resources and Management:** Access Rehab Centers' locally based administration is available to ensure quality and consistent staffing for all services contracted. In addition, should the Waterbury School system or its affiliated programs be interested in contracting Access Rehab Centers for therapy staffing beyond the scope of this agreement, we are available to recruit additional positions as needed.
- **Clinical and Staffing Adjustments:** Should specific requirements for clinical skill sets become evident in the future Access Rehab Centers will strive to recruit or develop the necessary skills sets required.
- **Clinical Education:** Full-time Access Rehab Centers' staff members each have a \$1,500 yearly continuing education budget to be used to maintain and grow their clinical expertise. In addition, Access Rehab Centers sponsors two continuing education courses each year. Our staff are encouraged to attend the sponsored courses.
- **Clinical staff** will participate in all organization quality improvement programs as well as develop any additional quality improvement initiatives as requested by the school-based program.

Access Rehab Centers has a long history of successfully partnering with the Waterbury Public School District in the development and implementation of therapy programs. Our current program already has in place the majority of the staffing systems, IT infrastructure, staff training mechanisms and management oversight that will be needed.

Service Philosophy/Service Continuity:

Therapists assigned to this contract will serve to act essentially as employees of the Waterbury School System. They will be responsive to the needs of the School System and will provide services as assigned by the School System. In the event that a therapist, for whatever reason, should become unavailable to provide services for a period of time, Access Rehab Centers will strive to find a suitable replacement for that period of time where coverage, at the discretion of the School System, may be required. All efforts and means shall be aggressively pursued to find said replacement.

Staffing and Initiation of Services:

- A. Recruiting: We currently have the requisite speech language pathologists needed in place in the District. Should additional staff be needed to fill this contract to meet Waterbury School system's exact needs, Access Rehab Centers would undertake major recruiting efforts to include extensive advertising, networking, meetings with current therapy providers, and additional recruiting events.
- B. Interviewing and Hiring: The interview process would strive to be a cooperative effort between the Waterbury School systems and Access Rehab Centers Administration. Candidates would be screened by Access Rehab Centers and then presented for review by School System representatives.
- C. Training of Staff: Contracted hours would begin at whatever point that the school system would deem appropriate. Staff would be made available prior to commencing routine work to ensure they are oriented and in-serviced in the job duties as well as the facility policies and procedures.

Access Rehab Centers' administrative staff would be available, at no additional cost, to assist with the planning and coordination for the initiation of services and orientation of newly hired therapists. Whenever possible, orientation and training materials would be provided to newly hired therapists well in advance to maximize the training experience and minimize the time required for the training process.

- D. Orientation to Caseloads: Staff will be made available, and Access Rehab Centers administrative staff will assist as needed, in ensuring that the process of orientation is as complete as necessary, but as brief as possible.
- E. Initiation of Services: The therapists that will be assigned to this contract will be available to serve essentially as employees of the Waterbury School System. They will be responsive to the needs of the School System and will provide services as assigned by the School System. In the event that a therapist, for whatever reason, should become unavailable to provide services for a period of time, Access Rehab Centers will strive to find a suitable replacement for that period of time where coverage, at the discretion of the School System, may be required. All efforts and means shall be aggressively pursued to find said replacement.

1. Proposer Information

- a. Firm Name: Access Rehab Centers, LLC
- b. Address: 22 Tompkins Street, Waterbury, CT. 06708
- c. Date Form Organized: October 1998
- d. Form of Ownership: LLC
- e. Years Providing Services: 24 years
(See Management Team section for full Management Group)
- f. Access Rehab Centers President: Brian P. Emerick, MSOT, MBA
Access Rehab Centers Controller: Susan Bodyk, MBA
Access Rehab Centers Board Chair: Patricia Gentil Board Chair and
COO, Waterbury Hospital
Board Secretary: Kim Lumia

2a. Philosophy Statement and Business Focus

Access Rehab Centers is recognized for the high quality of care provided by therapy clinicians throughout all the areas of service provision provided by the company. Quality of care and customer service are the foundations of Access Rehab Centers' dramatic growth as a company. Access Rehab Centers specializes in meeting the needs of facilities that require Occupational Therapy, Physical Therapy or Speech Language Pathology services. The primary focus for the company has been management of programs, school-based staffing, inpatient hospital care, outpatient adult and pediatric services, and Birth to Three services. Future growth for the company will be focused on two primary markets: school-based contracting services and program management for large healthcare facilities. There is a commitment to support the Waterbury School system and the children from our shared communities. The Company furthermore commits to the shared responsibility of addressing the Diversity, Equity and Inclusion needs of any underserved populations.

2b. Summary of Relevant Experience

A summary of all projects that Access Rehab Centers has completed in the last 5 years – See Attachment A

2c. Personnel Listing

Please see Attachment B for Personnel Listing and Resumes.

2d. Conflicts of Interest

Access Rehab Centers does provide outpatient pediatric services to patients throughout the Greater Waterbury area. Access Rehab Centers accepts almost all insurances and, as such, provides a relatively unique resource to the children of Waterbury. It is important that Access Rehab Centers continue to provide this outpatient support. Previous agreements with school systems, including the Waterbury School system, have allowed this provision to be met by the assurance that no therapist working for Access Rehab Centers would provide outpatient services to a child to whom they provide services in the school system. It is our belief that this arrangement meets the intent of the conflict-of-interest clause.

3a. Organizational Qualifications

Company:

Access Rehab Centers has provided therapy staffing to schools for many years. We have extensive experience in pediatric service provision throughout the entire spectrum of services including; neonatal services, Birth to Three services, specialty clinics that provide pediatric feeding groups, pediatric aquatics, general outpatient pediatric services, and school-based services. We also have on staff a certified assistive technology specialist.

Please see Attachment D for a complete Organizational Chart.

Personnel:

All staff provided under this contract will have an undergraduate degree and master's degree in Speech and Language Pathology from an accredited post-secondary institution, CT Health Department certification and CT State

Department of Education certification. Preference will be given to those having Spanish bilingualism.

Each Speech and Language Pathology Therapist provided will have expertise in the principles, methods and procedures used to determine need for student services, design and implement individualized goals and objectives, conduct evaluations and screenings, assess and report on progress, observe, design and implement treatment plans, identify appropriate accommodations and assistive devices, design and implement research based early intervention and treatment plans, identify teaching strategies for students with related academic and educational needs, train and instruct staff and provide any other related service as required by the District.

All therapists that would be assigned would have at minimum, the prerequisite one-year minimum experience and will have worked previously in a pediatric or school setting. With Waterbury School system's full prior agreement only, highly qualified Clinical Fellows will also be considered under certain conditions, working under the supervision of Access licensed therapists.

Retention/turnover rate:

Our retention rate for staff has Traditionally been above 90% annually. Over the past several months the retention percentage was closer to 60% due to dramatic hiring shortages across the State of CT. These temporary vacancies were quickly refilled and, currently, the OT/PT program is fully staffed. Access agrees the District may conduct personal interviews of all proposed staff and that final staff selection will be subject to the District's approval.

3b. Work Plan/Service Delivery Model

Therapists assigned to this contract will work under the direct guidance or direction of district personnel. They will provide services to assigned caseloads and perform other responsibilities including but not limited to participation in PPT meetings and other activities to meet district requests

or responsibilities. They will collaborate, train, assist and consult with Waterbury staff as requested.

Therapists assigned to this contract will maintain appropriate records of work including but not limited to attendance, therapy, progress, IEP's, reports, evaluations, data, and daily time records. They will provide the Waterbury School District any documentation requested in an acceptable form and manner and in compliance with all relevant Federal laws including those laws relating to student records and confidentiality and special education, relevant Connecticut laws and regulations and City of Waterbury laws, procedures, and directives.

Service Delivery Model:

Billable services will be provided utilizing the follow models:

- Direct service delivery is hands-on time spent with the children. This includes individual as well as group therapy. Whenever possible, this would take place within the student's normal routine.
- Consultative service delivery includes an education professional seeking out a therapist with concerns or questions usually on a one-to-one basis. The therapist acts as a resource to be accessed by the teacher or the education team. This can include modeling behaviors, providing information for the development of IEPs, or information on specific therapeutic techniques/principles/methods of interaction.
- Indirect service delivery includes therapists providing recommendations as well as educating other professionals via in-services, reports, small group meetings, and meetings on a one-to-one basis.
 - * PPTs and reports could be considered to be indirect or consultative depending on the subject being discussed.
- Program management by a lead clinician.

3c. Services Expected of the City

The services that would be required from the Waterbury School System / City would include:

- Access to adequate space for the performance of any necessary evaluations, treatments, fabrication of adaptive equipment, and documentation.
- Access to relevant records or information necessary to provide the optimal level of services.
- Access to the students as agreed in the students' IEP.

4. Cost Schedule

Please see the 3-year Cost Schedule in a separate sealed envelope.

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

- a. To date, Access Rehab Centers has never failed to complete work awarded to it as part of an RFP awarded contract.
- b. Access Rehab has never defaulted on a contract.
- c. There is no pending litigation involving Access Rehab Centers.
- d. We have never had a contract terminated for cause.
- e. We have never been named in a lawsuit related to errors and omissions.
- f. We have never filed for protection under Federal Bankruptcy laws.
- g. We have never exceeded the amount of a contract we were awarded.
- h. There are no other factors or information that would affect Access Rehab's ability to provide the services sought by the City in its RFP.

6. Access Rehab Centers does not take exception to any requirement in the RFP.

7. Additional Information: We authorize the City to request us directly or from any persons, firms or corporations to furnish any information requested by the City in verification of the recitals included in this RFP response.

Summary of Relevant Experience

A summary of all projects that Access Rehab Centers has completed in the last 5 years includes:

School-Based Services: Schools Access Rehab Centers has serviced over the past 5 years.

- **CREC TABS Division Hartford**, ATTN: Amy Karwan, 111 Charter Oak, Hartford, CT 06106. Service provided: Speech and Language Pathology Services @ Prince Tech, Kaynor Tech, Goodwin, E.C. Vinal Tech. Contract periods includes:
 - 8/27/2018 – 6/30/2019. The contract was in place and has since expired. Services started on time and on budget. Gross amount of billing = \$61,032.13.
 - 8/26/2019 – 2/18/2020. The contract was in place and has since expired. Services started on time and on budget. Gross amount of billing = \$28,938.19.
- **Ethel Walker School**, 230 Bushy Hill Road, Simsbury, CT 06070. Services Provided: Athletic Trainer. Contract period: 9/27/2021-10/1/2021. The contract was in place and has since expired. Services started on time and on budget. Gross amount of the contract/billing = \$2,250.
- **Naugatuck Public School**, ATT: Athletic Director, 543 Rubber Ave., Naugatuck, CT 06770. Service provided: Athletic Trainer. Contract periods include: 8/1/2017 – 6/14/2019. The contract was in place and has since expired. Services started on time and on budget. Gross amount of the contract/billing = \$73,000.

- **Waterbury Public Schools**, 236 Grand Street-2nd floor, Waterbury, CT 06706.
 - o Services provided include OT/PT: Contract was in place and has since expired. Contract was for 7/1/2017-6/30/2020 broken down as follows: Year one (7/1/2017-6/30/2018) Gross amount = \$870,550, Year two (7/1/2018-6/30/2019) Gross amount = \$889,295, Year three (7/1/2019-6/30/2020) Gross amount = \$911,950. Total three years = \$2,671,795. Amount billed to WPS: \$2,516,369.37.
 - o Services provided include SLP: The contract was in place and has since expired. Contract was for 7/1/2017-6/30/2020 broken down as follows: Year one (7/1/2017-6/30/2018) Gross amount = \$479,181, Year two (7/1/2018-6/30/2019) Gross amount = \$489,499, Year three (7/1/2019-6/30/2020) Gross amount = \$501,969. Total three years = \$1,470,649. Amount billed to WPS: \$1,609,510.88 due to the request for additional services.
 - o Services provided include OT/PT: The contract was in place and has since expired. Contract was for 7/1/2020-6/30/2023 broken down as follows: Year one (7/1/2020-6/30/2021) Gross amount = \$979,041, Year two (7/1/2021-6/30/2022) Gross amount = \$1,001,017.50, Year three (7/1/2022-6/30/2023) Gross amount = \$1,023,477. Total three years = \$3,003,535.50. Contract remains active; amount billed 7/1/2020-3/31/2023 = \$2,506,492.82.
 - o Services provided include SLP: The contract was in place and has since expired. Contract was for 7/1/2020-6/30/2023 broken down as follows: Year one (7/1/2020-6/30/2021) Gross amount = \$665,019, Year two (7/1/2021-6/30/2022) Gross amount = \$679,946, Year three (7/1/2022-6/30/2023) Gross amount = \$695,202. Total three years = \$2,040,167. Addendum changed 7/1/2022-6/30/2022 Gross Amount to \$709,955.80. Revised total = \$2,054,920.80. Contract remains active; amount billed 7/1/2020-3/31/2023 = \$1,705,077.97.

Early Intervention Based:

- Creative Interventions, 15 School St., East Granby, CT 06026
Services Provided: Birth to Three Based Physical Therapy
Service Dates: 7/2013-1/2021
Agreement in Place Currently: No
Started on time and in budget as per agreement requirements: Yes

Hospital Based:

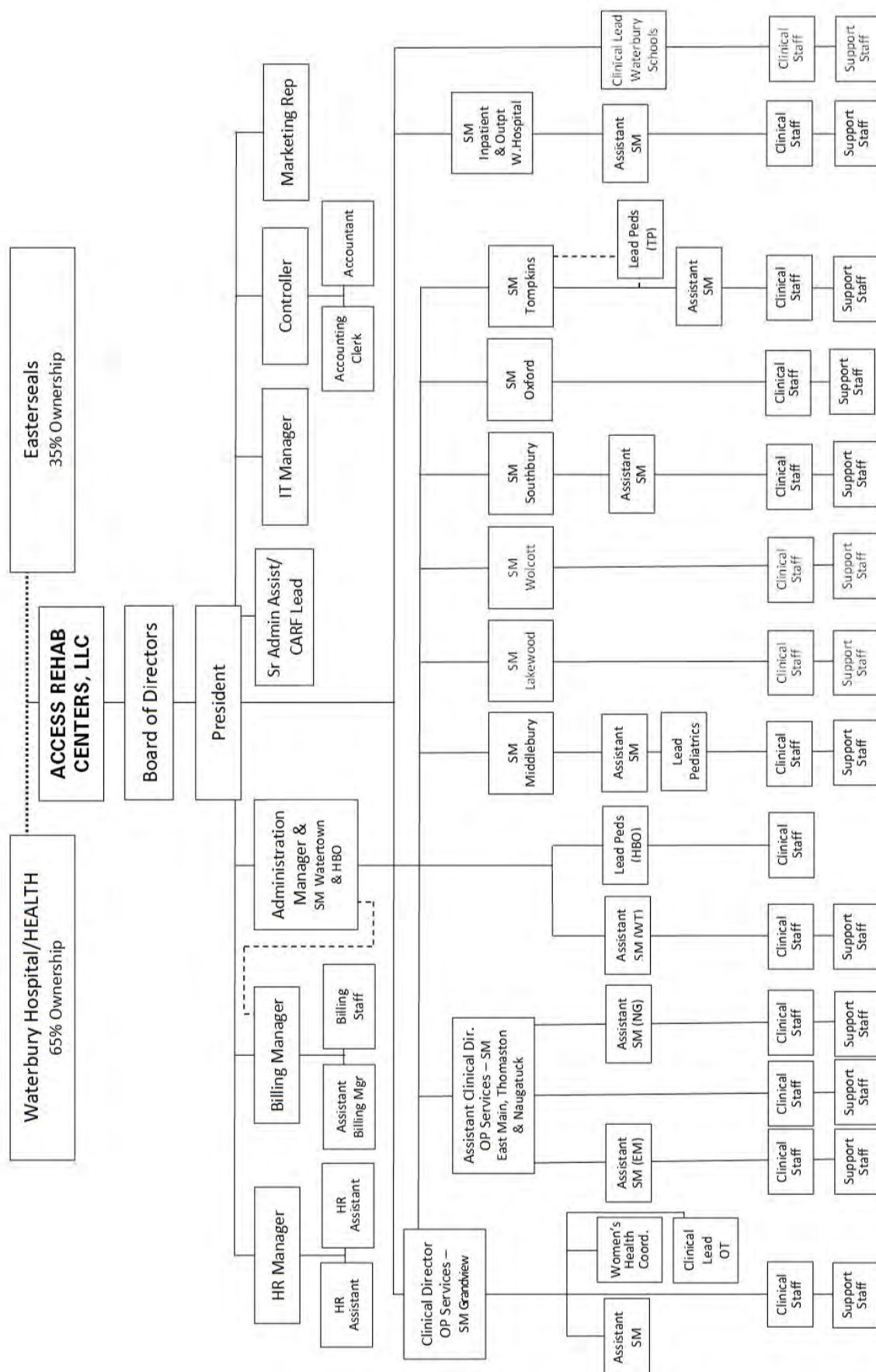
- Waterbury Hospital, 64 Robbins Street, Waterbury, CT 06708
Services Provided: Inpatient Hospital Physical and Occupational Therapy and Speech and Language Pathology Services
Service Dates: 10/1998-Current
Agreement in Place Currently: Yes
Started on time and in budget as per agreement requirements: Yes

Home Care-Based:

- All Point Home Care, 675 West Johnson Ave., Cheshire, CT 06410
Services Provided: Home Care Physical and Occupational Therapy
Service Dates: 6/2017-10/2018; 1/2020-4/2021
Agreement in Place Currently: No
Started on time and in budget as per agreement requirements: Yes
- VNA Health at Home, 27 Siemon Company Drive, Suite 101, Watertown, CT 06795
Services Provided: Home Care Physical and Occupational and Speech Therapy
Service Dates: 2/2017-current
Agreement in Place Currently: Yes
Started on time and in budget as per agreement requirements: Yes

Management Contract:

- Easterseals Rehab Center of Greater Waterbury, 22 Tompkins St., Waterbury, CT 06708
Services Provided: Outpatient Physical, Occupational, and Speech Therapy Management for Easterseals Meriden, CT location.
Service Dates: 7/2013-11/2021
Agreement in Place Currently: No
Started on time and in budget as per agreement requirements: Yes



LIMITED LIABILITY COMPANY RESOLUTION

I, **Patricia Gentil**, hereby certify that I am the duly authorized and elected Chairperson of **Access Rehab Centers**, a limited liability company organized and existing under the laws of the **State of Connecticut**, do hereby certify that the following facts are true and were taken from the records of said LLC.

The following resolution was adopted at a meeting of the LLC duly held on the **7th day of April, 2023**.

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

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

IN WITNESS WHEREOF, I hereunto set my hand and affix the company seal of said Access Rehab Centers, LLC this 2nd day of June, 2023.



Signature

Chairperson, Access

Title Rehab Centers, LLC

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #14.8

June 13, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve a Professional Services Agreement with The Stepping Stones Group, LLC, for a three-year period, for Speech and Language Therapy services for students, subject to any non-substantive changes approved by the Corporation Counsel's office.

PROFESSIONAL SERVICES AGREEMENT

RFP No. 7612

for

Speech and Language Therapy Services

between

The City of Waterbury, Connecticut

and

The Stepping Stones Group, LLC

THIS AGREEMENT (the “Agreement” or “Contract”), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (the “City” or “District”), located at City Hall, 235 Grand Street, Waterbury, Connecticut 06702 and The Stepping Stones Group, LLC (the “Consultant”), located at 123 N. Wacker Drive, Suite 1150, Chicago, Illinois 60606, a State of Connecticut duly registered foreign limited liability company. (Jointly referred to as the “Parties” to this Agreement.)

WHEREAS, the Consultant submitted a proposal to the City responding to **RFP No. 7612** for Speech and Language Therapy Services; and

WHEREAS, the City selected the Consultant to perform services regarding **RFP No. 7612**; and

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

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

1.1. The Project consists of, and Consultant shall provide, up to 4,557 hours of speech and language therapy for Waterbury Public School District students ages 3-22 with speech and language therapy needs and other related services under the direction of School District personnel as directed by the students’ Individual Education Plans (IEPs) and 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:

- 1.1.1 Addendum #1 to City of Waterbury RFP No. 7612, dated April 4, 2023, consisting of 3 pages, attached hereto;
- 1.1.2 City of Waterbury RFP No. 7612, consisting of 14 pages (excluding Attachments A-C), attached hereto;
- 1.1.3 Consultant's Revised Cost Proposal, consisting of 1 page, attached hereto;
- 1.1.4 Consultant's Response to RFP No. 7612, consisting of 40 pages (excluding staff resumes and licenses and City contract compliance documents), attached hereto;
- 1.1.5 City Contract Compliance Documents, incorporated herein by reference;
- 1.1.6 Certificates of Insurance, incorporated herein by reference;
- 1.1.7 Licenses, incorporated herein by reference;
- 1.1.8 All applicable Federal, State, and local statutes, regulations charter and ordinances, incorporated herein by reference.

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

- 1.2.1 All applicable Federal, State, and local statutes, regulations charter and ordinances
- 1.2.2 Any Amendments to this Contract
- 1.2.3 This Contract
- 1.2.4 Addendum #1 to City of Waterbury RFP No. 7612
- 1.2.5 City of Waterbury RFP No. 7612
- 1.2.6 Consultant's Revised Cost Proposal
- 1.2.7 The Consultant's Response to RFP No. 7612

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

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

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

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

2.3. Activities, Work, and Services Performed in Department of Education Facilities, on School Grounds, at Student Sporting Events, and/or where City Students Present. For all activities in school facilities and/or Department of Education facilities, the Contractor shall first be required to coordinate all on-site visits and activities with the appropriate Department/personnel in Education, or the designated person and shall obtain any necessary clearance, ID badges, etc.

2.4. Criminal Background Check and DCF Registry Check. The Consultant shall ensure, and represents to the City, that any employee who will be on school grounds/Department of Education Property/at Department of Education events and/or where City students are present, that will or may have direct contact with a student pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The Consultant shall further ensure, and represents to the City that any person who will have direct contact with a student has submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The Consultant shall not permit any person with a disqualifying criminal history to have direct contact with a student.

2.5. Activities, Work, and Services Performed on other City Property (Non-Education facilities). For all activities involving non-Board of Education facilities and/or buildings, Consultant shall first be required to coordinate all on-site visits and activities with the appropriate City Department or its designee.

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

regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education and those of the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc.

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

2.6.2 Consultant acknowledges that in the course of providing services under this Agreement, it may come into the possession of education records of City Waterbury students as defined in and governed by Family Educational Rights and Privacy Act (“FERPA”, 20 U.S.C. § 1232g) and related regulations (34 C.F.R. § 99) Consultant and City shall comply with the requirements of said statute and regulations, as amended from time to time and Consultant agrees to use information obtained from the City or student education records only for the purposes provided in this Agreement. Without the prior written consent of the student’s parent or guardian, as required by FERPA, Consultant has no authority to make disclosures of any information from education records. Consultant shall instruct its employees of their obligations to comply with FERPA.

3. 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. Each Access Speech Language Pathologist shall provide timely and complete reports as requested by the City and/or District staff and provide District Medicaid documentation in a form and manner acceptable to the District which is in compliance with the State of Connecticut Department of Social Services regulations and other relevant law. Additionally, each Access Speech Language Pathologist shall provide timely, daily if possible 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) any and all additional useful and/or relevant information (v) provide progress reports as required by the City regarding student progress. Each report shall be signed by each Speech Language Pathologist or Access authorized signatory.

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

4. 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 commencing July 1, 2023, and terminating June 30, 2026.

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

6. Compensation. The City shall compensate the 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 **ONE MILLION NINETY-TWO THOUSAND FIVE HUNDRED EIGHTY-SIX DOLLARS AND THIRTY-TWO CENTS (\$1,092,586.32)** for the entire term of this Agreement and shall be in accordance with Consultant's Revised Cost Proposal and as set forth below:

6.1.1. July 1, 2023 – June 30, 2024

An amount not to exceed..... \$364,195.44

Based on the hourly rate of..... \$79.92 per hour

6.1.2. July 1, 2024 – June 30, 2025

An amount not to exceed..... \$364,195.44

Based on the hourly rate of..... \$79.92 per hour

6.1.3. July 1, 2025 – June 30, 2026

An amount not to exceed..... \$364,195.44
Based on the hourly rate of..... \$79.92 per hour

Total Amount Not to Exceed..... \$1,092,586.32

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. 7612** shall be solely borne by the Consultant and are not included in the compensation to be paid by the City to the Consultant under this Contract or any other Contract.

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

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

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

8. Indemnification.

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

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

8.3. The Consultant understands and agrees that any insurance required by this Contract, or otherwise provided by the Consultant, shall in no way limit the

responsibility to indemnify, defend, keep and hold harmless the City as provided in this Contract.

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

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

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

9. Consultant's Insurance.

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

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

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

the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims (“Tail Coverage”) shall be available for at least 60 months.

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

9.4.1 General Liability Insurance:

\$1,000,000.00 per occurrence

\$2,000,000.00 aggregate

\$2,000,000.00 Products and completed operations aggregate

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

9.4.2 Automobile Liability Insurance:

\$1,000,000.00 combined single limit (CSL)

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

9.4.3 Workers’ Compensation: Statutory Limits within the State of Connecticut:

Employers’ Liability:

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

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

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

9.4.4 Excess/Umbrella Liability:

\$1,000,000.00 each occurrence

\$1,000,000.00 aggregate

9.4.5 Professional Liability/E&O:

\$1,000,000.00 each Wrongful Act

\$1,000,000.00 aggregate

9.4.6 Abuse/Molestation Liability:

\$1,000,000.00 each Occurrence

\$1,000,000.00 aggregate

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

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

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

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

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

10.1. Permits, Laws, 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, gender identity or expression, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

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

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

12. Intentionally Omitted.

13. Termination.

13.1. Termination of Contract for Cause. If, through any cause, in part or in full, the fault of the Consultant, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination.

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

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

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

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

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

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

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

13.4. Rights Upon Cancellation or Termination.

13.4.1 Termination for Cause. In the event the City terminates this Contract for cause, the Consultant shall relinquish to the City any applicable interest, title

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

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

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

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

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

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

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

15.1. Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions;

15.2. war, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest, riots, pandemics or epidemics;

15.3. acts of governmental authorities such as expropriation, condemnation, changes of law and order or regulations, proclamation, ordinance, or other governmental requirement;

15.4. strikes and labor disputes; and

15.5. certain accidents including but not limited to hazardous, toxic, radioactive or nuclear contamination spills, contamination, combustion or explosion, which prevent a Party from fulfilling their obligations or otherwise render performance under the Contract impossible.

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

16. Subcontracting. The Consultant shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Consultant's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Consultant and shall name the City as an additional insured party and said

subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all Federal, State and Local, laws, regulations and ordinances but such requirement shall not relieve the Consultant from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.

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

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

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

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

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

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

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

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

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

25. Contract Change Orders.

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

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

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

25.1.3 the Final Completion Date has not been changed.

25.2. Notwithstanding the foregoing subsection 25.1, a Change Order shall not include:

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

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

25.3. That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed, and if agreed to, approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both the Consultant, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Consultant's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract. Any contract change NOT fully complying with this Section 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. 7612** and **(ii)** the Consultant's proposal responding to the aforementioned **RFP No. 7612**.

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 Law and Choice of Forum. This Contract shall be construed in accordance with the terms and conditions set forth in this Agreement and the law of the State of Connecticut without regard to choice or conflict of laws principals that would cause the application of any other laws. Any dispute or controversy arising out of or relating to this Contract or otherwise shall be determined by a court of competent jurisdiction in Waterbury, Connecticut (or the Federal Court otherwise having territorial jurisdiction over such City and subject matter jurisdiction over the dispute), and not elsewhere.

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: The Stepping Stones Group, LLC
 123 N. Wacker Drive, Suite 1150
 Chicago, IL 60606

City: The City of Waterbury
 Attn: Department of Education
 236 Grand Street
 Waterbury, CT 06702

With a copy to: Office of the Corporation Counsel
 City Hall Building
 235 Grand Street, 3rd Floor
 Waterbury, CT 06702

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

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

32.1. It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a

Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

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

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

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

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

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

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

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

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

32.10. The Consultant hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: <https://www.waterburyct.org/services/city-clerk/code-of-ordinances> [click link titled "Code of Ordinances (Rev. 12/31/19)". For Chapter 38, click on "Title III: Administration", then click on "Chapter 38: Centralized Procurement System". For Chapter 39, click on "Title III: Administration", then click on "Chapter 39: Ethics And Conflicts of Interest"]

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

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

the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

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

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

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

(Signature page follows)

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

WITNESSES:

CITY OF WATERBURY

Sign:_____

Print name:

By:_____

Neil M. O'Leary, Mayor

Sign:_____

Print name:

Date: _____

WITNESSES:

THE STEPPING STONES GROUP, LLC

Sign:_____

Print name:

By:_____

Sign:_____

Print name:

Date:_____

ATTACHMENT A

- 1.** Addendum #1 to City of Waterbury RFP No. 7612, dated April 4, 2023, consisting of 3 pages, attached hereto;
- 2.** City of Waterbury RFP No. 7612, consisting of 14 pages (excluding Attachments A-C), attached hereto;
- 3.** Consultant's Revised Cost Proposal, consisting of 1 page, attached hereto;
- 4.** Consultant's Response to RFP No. 7612, consisting of 40 pages (excluding staff resumes and licenses and City contract compliance documents), attached hereto;
- 5.** City Contract Compliance Documents, incorporated herein by reference;
- 6.** Certificates of Insurance, incorporated herein by reference;
- 7.** Licenses, incorporated herein by reference;
- 8.** All applicable Federal, State, and local statutes, regulations charter and ordinances, incorporated herein by reference.



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

ADDENDUM #1

April 4, 2023

RFP 7612 Speech and Language Therapy Services

Please refer to the questions and answers below.

Question: Do you require only one copy of the cost proposal in a separate sealed envelope or would you like one original and four paper copies?

Answer: Yes. We will need one original copy and the four copies. Each document must include a cost proposal.

Question: Would you like a separate file on the USB drive to contain the pricing information electronically?

Answer: Yes.

Question: Are you currently working with any agencies providing SLP services to your District?

Answer: Yes.

Question: Who are your current vendors and what prices do they charge?

What is the current rate? / Who are the current providers?

Answer: To confirm the current providers are the following:

ACCESS – \$82.90 per hour

Stepping Stones - \$74 per hour

Question: Have these vendors been able to meet all of your SLP needs?

Answer: Vendors have had difficulty providing the number of staff requested.

Question: Do you require that clinicians resumes and/or licensure be submitted with the proposal?

Answer: Yes. As an attachment per the outline of the RFP proposal.

Question: How many hours are in a typical school day (i.e. how many hours are therapists allowed to be on-site and billing)?

Answer: A regular school day is dependent upon grade level:

- Elementary: 6.25 hours
- Middle School: 6.5 hours
- High School: 6.5 hours

Staff will be required to work up to 7.5 hours

Question: How many work days are they assigned for the school year?

Answer: Speech pathologist can work up to 181 school days and summer days could be an option.

Question: Do you anticipate awarding to one or multiple vendors? If multiple, how many?

Answer: Yes. Up to 4.

Question: If multiple vendors, how will you utilize and notify awarded vendors for your staffing needs? (Ranked order, broadcast to all awarded vendors, or use of preferred vendors).

Answer: We will notify the awarded vendors via an email and publish a notification of the awarded via our procurement site.

Question: Will assigned clinicians have access to therapy materials, supplies, equipment, evaluation kits, and protocols provided by your schools?

Answer: Therapist can utilize any materials provided by the district upon request.

Question: Will assigned clinicians have access to computers/ laptops and printers provided by your schools?

Answer: Yes.

Question: Is the contracting agency able to bill for both direct and indirect treatment time (paperwork, meeting, teacher consultations, etc.)?

Answer: Yes. Per the contracting agency's rules and responsibilities to provide both indirect, direct treatment, and paperwork. It is included in their required 7.5 hours per school day.

Question: Will the district accept services delivered via Teletherapy?

Answer: No, we do not accept services via Teletherapy.

Question: How many Speech and Language Therapists are currently utilized in Waterbury?

Answer: To confirm we have the following total of Speech and language therapist utilized:

- Hired by district: 26
- Contracted staff: 14

Question: Would the therapists have to travel between schools?

Answer: Possibly, dependent on district needs.

Question: For the hourly rates, do you accept a rate range? Or do you need fixed or flat rate?

Answer: Per the RFP it is preferred to have a fixed rate.

Thank you.

Maureen McCauley

Assistant Director of Purchasing – City of Waterbury

REQUEST FOR PROPOSAL
BY
THE CITY OF WATERBURY
DEPARTMENT of EDUCATION
Speech and Language Therapy Services
RFP # 7612

The City of Waterbury, Department of Education (hereinafter "City"), is seeking a vendor, proposer or contractor to provide:

Up to 13,670 hours of speech and language therapy services each year to the Waterbury School District to students ages 3-22 with speech and language therapy needs and other related work under the direction of District personnel for a three-year period commencing on or about July 1, 2023 through June 30, 2026.

A. Background and Intent

The purpose of this request for proposal is to obtain hourly cost proposals for the next three years from reliable, licensed, professional proposers to provide speech and language therapy, testing and related services as needed by the Waterbury School District for students with disabilities at a competitive hourly rate.

B. Qualifications

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

1. Experience and expertise in regards to providing the types of or similar services as those outlined in the Scope of Services in this RFP to students ages 3-22.
2. A proven track record in providing these types of or similar services for similar school districts upon request and in a timely fashion within budget to the school district's satisfaction. Please provide the names, addresses, contact person and phone number for all of the school contracts the proposer has had over the last five (5) years. The City reserves the right to contact any of these school districts for a reference.
3. Staff knowledge of federal and state laws and regulations governing the services outlined in the scope of services and expertise in all related aspects of the provision of speech and language therapy including but not limited to early interventions, therapy, evaluations, assessments, staff training and collaboration, development, revision and implementation of all relevant aspects of students' individual education plans, reports, electronic Individualized Education Program (IEP) and data collection systems.
4. Ability to provide experienced, Connecticut (CT) certified, licensed and qualified speech and language pathologists to the District upon request without delay to fill

immediate and changing needs of the District in both in school and in-home settings.

5. Ability to provide speech and language pathologists who have master's degree or doctorate in speech and language pathology from an accredited post-secondary institution, CT Health Department licensure and CT State Department of Education certification as required by law.
6. The speech and language pathologists provided have experience working with children ages 3-22 in the fields of speech and language therapy.
7. The proposer must provide evidence of sufficient staff to meet the District's needs. The proposer must submit a list of the proposed staff's level of training in the school setting and individual experience in the provision of speech and language therapy services to students with disabilities. The Proposer will provide retention/turnover rates of staff. The Proposer must agree to allow the District to conduct personal interviews of all proposed staff and final staff selection for the proposal is subject to the District's approval.
8. Each speech and language pathologist provided must have expertise in the principles, methods and procedures used to determine the need for student services, design and implement individualized goals and objectives, conduct evaluations and screenings, assess and report on progress, observe, design and implement treatment plans, identify appropriate accommodations, assistive and communication devices, design and implement research based early intervention and treatment plans, identify teaching strategies for students with related academic and educational needs, train and instruct staff and provide any other related service as required by the District.
9. Each speech and language pathologist must follow City and District procedures, guidelines and other requirements as set forth by Waterbury District representatives, including qualification and exit procedures and obtain satisfactory criminal background checks, Department of Children and Families Registry checks, fingerprinting and drug screening.
10. Speech and language pathologists shall submit in a timely manner the appropriate documentation required for Medicaid billing purposes. The Speech and language pathologists will utilize the web-based platform used by the City for purposes of claims submissions to Medicaid (e.g., CT-SEDS, Compuclaim, Frontline). The speech and language pathologists will complete service logs and monthly progress reports in such web-based applications for students. The speech and language pathologists will not determine Medicaid eligibility of the student. Daily service logs and monthly progress reports will include date and times of services, names, disciplines, and licensing information of the individual providing the services; and shall be signed by the individual(s) who performed and/or supervised the service.

11. The proposer must provide a transparent electronic and fully accessible system for verifying hours worked by speech and language staff and personnel. Staff will be able to work up to 7.5 hours per school day.
12. The proposer must share a pay rate schedule for half days, snow days, holidays, and professional training seminars attended by speech and language pathologists.
13. The successful responder/contractor shall comply with all provisions of IDEA funding as it pertains to this contract.

C. Scope of Services

1. The proposer agrees to provide up to 13,670 total hours of speech and language therapy and related services to students, ages 3-22, and to the Waterbury School District for the number of hours, days or portions thereof as the District may need during the school year and during the summer. All hours billed must be for work performed during school hours on days the school is in session with the exception of homebound services.
2. Therapy and related services must be provided by CT licensed, certified and qualified speech and language pathologists without delay to fill the immediate and changing needs of the District both in school and in home settings. The District has the right to interview each pathologist proposed and to determine if the person is appropriate to work with District students. The proposer will insure that all pathologists working in the District have had satisfactory criminal background checks, fingerprinting, drugs tests and DCF registry checks as required under law and will provide the District proof upon request.
3. The speech and language pathologists will work under the guidance or direction of District personnel and will comply with all District requests. They will be assigned student caseloads and other related responsibilities. They shall participate in planning and placement team meetings for individual students and provide other services at the District's request.
4. The speech and language pathologists provided by the proposer will collaborate, train, assist, co-teach, obtain professional development and consult with Waterbury staff when requested by the District.
5. The proposer will provide highly qualified pathologists who utilize best practices and research-based interventions within the standards of the profession or as set forth by the District.
6. The proposer will supervise its pathologists and monitor services provided and time billed by each and insure adherence to the terms of the contract. The proposer's pathologists will provide services and maintain specific records as required by the District and in compliance with all relevant federal, state, local and district laws, policies, procedures, regulations and ethical standards. The proposer shall provide reports to district administrative staff prior to public review.

7. Each speech and language pathologist shall provide timely and complete reports as requested by Waterbury staff and provide to the District Medicaid documentation in a form and manner acceptable to the District and which is in compliance with the State of Connecticut Department of Social Services regulations and other relevant law.
8. The proposer will submit prompt bills for services rendered no later than 30 days after the services were provided with supporting documentation as requested by the District. The proposer will monitor the hours of service to insure compliance with the terms and amount of the contract and will note the hours used and remaining under the contract on each bill submitted to the District.
9. The proposer will immediately provide substitutes for staff who are absent and provide in-service professional development and relevant speech and language therapy materials to Waterbury staff and parents when requested by the District.

D. Agreement Period

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be July 1, 2023 through June 30, 2026.

E. Insurance

The respondent shall provide insurance as set for in **Attachment D** provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial category as shown in the most current A.M. Best Company ratings.

F. 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 complete and sign the items and any forms included in Attachment A. (Contract Compliance Packet).
3. All questions and communications about this request for Proposal and submission requirements must be directed to the City of Waterbury ProcureWare website and must be received **by 2:00 PM on March 30, 2023**. Prospective proposers must limit their contact regarding this RFP to the Purchasing Director or such other person otherwise designated by the Purchasing Director. Responses to questions submitted by the above date or identified at any Information Session to be held in regard to this RFP, **along with any changes**

or amendments to this RFP, will be available via the City of Waterbury ProcureWare website **by April 4, 2023, 2:00 PM**. It shall be the responsibility of the proposer to download this information. If you have any procedural questions in this regard, please call the Purchasing Director at (203) 574-6748.

G. Management

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

H. Conditions

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

1. All proposals in response to this RFP are to be the sole property of the City. Proposers are encouraged **not** to include in their proposals any information which is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.
2. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the City.
3. The timing and sequence of events resulting from this RFP will ultimately be determined by the City.
4. The proposer agrees that the proposal will remain valid for a period of 120 days after the closing date for the submission and may be extended beyond that time by mutual agreement.
5. The City may amend the terms or cancel this RFP any time prior to the execution of a contract or purchase order for these services if the City deems it to be necessary, appropriate or otherwise in the best interests of the City. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered. At his option, the City's Director of Purchasing may provide all proposers with a limited opportunity to remedy any technical deficiencies identified by the City in their initial review of proposals.
6. The proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel from the proposal during the course of the agreement period must be approved by the City, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the City. At its discretion, the City may require the removal and replacement of any of the proposer's

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

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

that the contract or purchase order has been accepted and approved by the City. Any contract resulting from this RFP may be amended only by means of a written instrument signed by the proposer and signed by the Mayor.

I. Proposal Requirements & Required Format

One original (1) and four (4) paper copies of the proposal, as well as a copy of the original proposal in pdf format on a CD or flash drive, must be received at the following address no later than **11:30 AM on April 13, 2023**. **Proposals received after that time shall not be considered.**

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

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

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

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

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

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

- c. Personnel Listing. A complete listing of the staff identified in the work plan by job classification, along with their resumes. Each resume shall include the individual's qualifications and experience in the subject area.
 - d. Conflict of Interest. Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest.
3. Statement of Qualifications and Work Plan
- a. Qualifications. Please describe your firm's qualifications, experience and capabilities as they pertain to each of the areas of qualifications listed, as well as those of the personnel to be assigned to this project.
 - b. Work Plan. Please describe the approach that would be generally followed in undertaking the Scope of Services in Section C above.
 - c. Services Expected of the City. Identify the nature and scope of the services that would be generally required of the City in undertaking these projects.
4. Cost Schedule. Proposals shall include a single price for the three-year term of work to be performed in accordance with this RFP, inclusive of all personnel and non-personnel expenses. This price should encompass the entire Scope of Services in this RFP. The City reserves the right to negotiate costs, scope of services, and key personnel based on provider proposals. In order for the City to evaluate the proposed cost, proposers must include for each element in the Work Plan outlined in Section I.3.b. above, the staff, hours, hourly rates and the total cost. Include details generally associated with non-personnel costs as an additional cost section.

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

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

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

Please respond to the following questions:

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

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

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

J. Evaluation of Proposals; Selection Process

1. Evaluation Criteria

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

- a. Proposed statement of work. Emphasis will be on grasp of the issues involved, soundness of approach and the quality of the overall proposal.
- b. Proposed cost schedule.
- c. Experience, expertise, and capabilities of the proposer. Background, qualifications, and previous experience of personnel to be assigned to the project and their demonstrated competence, experience and expertise in the type of work to be performed. The type of experience, expertise, capabilities, and qualifications desired are outlined in Section B. - Qualifications of this RFP. The City may contact one or more of the organization references listed in Section I.2.b. of this RFP as part of assessing the experience, expertise and capabilities of the proposers or those selected as the finalist(s).
- d. Time, Project and Cost Schedule. Emphasis will be on the proposer's record with completing tasks and producing the necessary products within required time frames and within budget.

2. Selection Process

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

K. 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.

L. Federal, State and Local Employment Requirements

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

M. 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.

N. State DAS Requirements for Construction Projects

If applicable, Proposers shall submit with their Proposals their DAS Contractor Prequalification Certificate along with a current Updated Bid/Proposal Statement. In addition, any named Subcontractor whose subcontract value is equal to or greater than \$500,000 shall hold a current DAS Contractor Prequalification Certificate in the closest applicable Classification of the work that the Subcontractor will complete in the contract. The proposer must submit with their proposal, all applicable Subcontractor DAS Prequalification certificates. Any Proposal submitted without a copy of the DAS Prequalification Certificate and an Updated Bid/Proposal Statement for the proposal and DAS Prequalification Certificates for Subcontractors whose subcontract value is equal to or greater than \$500,000 shall be invalid.

The Successful Proposer and each of its Subcontractors having subcontracts in value equal to or greater than \$500,000 shall maintain and keep current their respective DAS Contractor Prequalification Certificates at all times during the term of the Contract and any warranty period set forth in the Contract Documents.

O. Bid Bond – NOT APPLICABLE

Each Proposal submitted shall be accompanied by a Proposal Security (a Certified Check or Bid Bond) in the amount of **ten (10) percent** of the Total Proposal Price.

P. Performance/Payment Bonds – NOT APPLICABLE

The Proposer to whom a contract is offered, must furnish to the City, if that contract has a total cost greater than \$50,000.00, a 100 percent Performance Bond with a surety, and in a form, acceptable to the City. In the City's sole discretion, it may also require a 100 percent Payment Bond and/or other additional security with a surety, and in a form, acceptable to the City.

Five (5) Attachment A Documents

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

One (1) Attachment B Document

- SAMPLE CONTRACT

One (1) Attachment C Document

- ADDENDUM/CERTIFICATION/NOTICE OF ACCEPTANCE

One (1) Attachment D Document

- INSURANCE REQUIREMENTS

Attachment D

Insurance Requirements

Contractor/Vendor shall agree to maintain in force at all times during the contract the following policies and minimum limits and shall name all entities, individuals, etc., identified below as an Additional Insured on a primary and non-contributory basis to all policies, except to those policies expressly excluded below. Additionally, all policies, with the exception of those expressly identified otherwise, shall also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A"VIII.

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

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

General Liability: \$1,000,000 each Occurrence
 \$2,000,000 General Aggregate
 \$2,000,000 Products/ Completed Operations Aggregate

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

Workers Compensation: WC Statutory Limits
 Employer Liability (EL)
 \$1,000,000 EL each Accident
 \$1,000,000 EL Disease each Employee
 \$1,000,000 EL Disease Policy Limits

Excess/Umbrella Liability: \$1,000,000 each Occurrence
 \$1,000,000 Aggregate

Professional Liability/E&O: \$1,000,000 each Wrongful Act
 \$1,000,000 Aggregate

Abuse/Molestation Liability Insurance: \$1,000,000.00 each Occurrence
 \$1,000,000.00 aggregate coverage.

(Applicable to Contractors working directly with Youth/Minors)

Wording for Additional Insured Endorsement and Waiver of Subrogation:

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

COST SCHEDULE - REVISED



SSG will provide the following services at **no cost** to the WPS:

- Dedicated **Triad** team that works together to deliver the highest level of service and support to the District and the students served
- ASHA, AOTA, NASP, and ACE approved courses for your clinicians and staff three times per year through our proprietary LMS (Learning Management System), Bridge Academy
- Ongoing clinical management and support to each SSG clinician assigned to the District
- Training and development provided by experienced school-based clinicians
- Access to our ***Pathways to Success Program*** for every SSG clinician including:
 - Bloom Clinical Fellow Program
 - Foundations Mentoring Program
 - Bridge Academy Continuing Education and Training Program

SSG typically works with school districts on a per hour basis. The hourly rate is an all-inclusive, and only applies to the hours that the therapist is working. Time off, holidays, sick time and lunch are not billable and SSG will not invoice WPS for these time periods.

SSG is a company owned and operated by special education professionals. Our goal is to provide the best possible Special Education Services in the most cost-effective way. We understand the budgetary constraints put on schools, and we do our best to keep our rates as low as possible.

	Hourly Rate - REVISED
Speech and Language Therapist:	\$79.92 / Hour
Cost Per Therapist Per Year (\$79.92 X 7.5 Hrs X 181)	\$108,491



**THE STEPPING
STONES GROUP**



A Stepping Stones Group Company

Transforming Lives and Making a Difference Together

The Stepping Stones Group

Request For Proposal # 7612
Speech and Language Therapy Services
The City of Waterbury, Department of Education

Authorized Representatives

Jody Fimiano, Client Services Manager
123 N. Wacker Drive, Suite 1150
Chicago, IL 60606
jody.fimiano@ssg-healthcare.com
610-291-5829

Secondary Contact

John Gumpert
RFP & Contracts Manager
k12ops.bids@ssg-healthcare.com

Opening Date: April 12, 2023

Respectfully Submitted



**THE STEPPING
STONES GROUP**



A Stepping Stones Group Company

Transforming Lives and Making a Difference Together

April 3, 2023

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

Mr. McCaffery,

In response to your Request for Proposals, The Stepping Stones Group (SSG) is pleased to present its proposal for the provision of Speech and Language Therapy Services for The City of Waterbury and Waterbury Public Schools (WPS). We would like to express our sincere and earnest interest in continuing the services SSG provides for your students as part of their Individualized Education Programs.

With over three decades of experience and expertise, The Stepping Stones Group is a trusted market-leader in providing special education, therapeutic, nursing, and behavioral health services for school systems throughout the United States. **We are now joined together with EBS Healthcare for a common mission of Transforming Lives and Making a Difference Together.** The combination of SSG and EBS creates a premier, national provider of therapeutic, behavioral, autism, nursing, and educational services to children in school, home, and community settings. We are now comprised of ten trusted, long-standing, and mission-driven organizations that offer a variety of special education solutions. Our family of brands includes the following: AlphaVista, Ardor School Solutions, Cobb Pediatric Therapy Services, Cumberland Therapy Services, Futures, MyTherapyCompany, Speech Rehab Services, Staffing Options and Solutions, and Staff Rehab. Through our collective family of brands and continued growth, we now serve more than 1,100 public school systems, charter schools, and private learning centers, and we employ more than 9,000 therapy, behavioral health, nursing, and education professionals nationwide.

Our organization has experienced tremendous growth over the past three years. We have combined the management and recruitment expertise of ten companies, along with clinical resources, professional development, mentoring, and employee benefits. We have maintained a 92% retention rate, leading to consistent and reliable staffing for our school partners. The Stepping Stones Group is uniquely qualified to continue meeting the needs of WPS. We already have the knowledge of the district's policies and procedures as well as the experience and capabilities to provide WPS with whatever level of staffing it may need, from simple position staffing to department management, and anything in between that would benefit its students.

Our mission is to give back to our partnering districts in the form of management, mentoring, consulting, training and support. We are committed to providing the best services and support in the most cost effective way. We will continue to act as extension of your department and help you reach your district's initiatives. We look forward to a continued successful partnership with WPS. **We look forward to meeting with you to discuss the SSG difference and how we can continue to help partner with and support the district.**



**THE STEPPING
STONES GROUP**



A Stepping Stones Group Company

Transforming Lives and Making a Difference Together

Sincerely,

Jody Fimiano

Client Services Manager

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PROPOSER INFORMATION



COMPANY BACKGROUND

The Stepping Stones Group offers a robust 34-year history of providing therapeutic, behavioral health, nursing, and special educational services for school systems. Since our beginnings in 1989, we have become the nationally recognized leader in serving school districts and have made the INC 5000 list over 10 times. We are a Limited Liability Company (LLC) based in Massachusetts and registered in Delaware with a business licensed in Connecticut. We also have additional corporate hubs in California, Georgia, Illinois, Indiana, New York and Pennsylvania.

We currently have over 9,000 clinicians and educators providing services for over 1,100 public school districts, charter schools, and private learning centers in more than 45 states. We have unparalleled experience in delivering best practice therapeutic and behavioral health solutions to children with special needs and autism. In addition to recruiting highly qualified staff, we provide clinical management, comprehensive training and orientation, and ongoing monitoring for our clinicians.

Our Mission and Core Values

Our company was founded with the singular mission of transforming the lives of children, families, and communities together through our exceptional therapeutic, special education and behavioral health services. We have a strong commitment to our core values, as they are the true heart of our company culture:

- **Trust:** Respectful and loyal in our actions
- **Integrity:** Honest, ethical, and fair in our activities
- **Results:** Striving to exceed expectations
- **Quality:** Excellence in everything we do
- **Community:** Working together to improve a child's future
- **Inclusivity:** Welcoming everyone to join our mission in transforming lives together

A passionate adherence to these guiding beliefs continues to shape how we serve our employees, our clients, and the broader community.

CONTACT INFORMATION

Name	The Stepping Stones Group, LLC
Main Office	123 N. Wacker Drive, Suite 1150, Chicago, IL 60606
Date Started	Formed in 1989. Official Name Change - December 31, 2020
Type	Limited Liability Company. Incorporated in Delaware
Contact	Jody Fimiano, Client Services Manager
Email	Jody.fimiano@ssg-healthcare.com
Phone	(610) 291-5829
Website	www.thesteppingstonesgroup.com

PRINCIPAL MEMBERS OF ORGANIZATION

Timothy Murphy, CEO

Anthony Rintalla, President

Jody Fimiano, Client Services Manager (main contact for this project)

Please see further information on reporting relationships within this response under "Additional Data"

EXPERIENCE, EXPERTISE AND CAPABILITIES

a. PHILOSOPHY STATEMENT AND BUSINESS FOCUS

SOG is passionate about helping students in need across the country. We engage with school districts, educators, and parents to understand students' unique challenges and provide special education solutions. We leverage our longstanding history, national leadership, regional experience, and expansive professional network to effectively provide therapeutic and behavioral health services for our school district partners.

We understand and are qualified to meet and exceed the requirements set forth in the Waterbury Public School's RFP for Speech and Language Therapy Services. We are involved, accountable partners with our school district clients, and we work each day with that partnership - and our responsibility to ensure the quality and reliability of our clinicians and services - at the center of our activities. We believe we have the necessary experience and qualifications to continue fulfilling the needs of Waterbury Public Schools.

WHO WE ARE

SOG is the nationwide market leader in providing therapeutic, nursing, and behavioral health services for children with special needs.

- ***Our mission:*** *Transforming the lives of children, families, and communities together through our exceptional therapeutic and behavioral health services*
- ***Commitment to our Core Values:*** Trust, Integrity, Results, Quality, Community, Inclusivity
- ***Dedication to our client relationships:*** Our 34-year history working closely with our district partners is the foundation of our organization.
- ***Stepping Up for a Cause:*** SOG is intentional about serving its communities, and we believe small acts make big differences in the lives of people where we live and work. We are committed to giving back to the communities that we serve through our philanthropic efforts.
- ***Inclusivity:*** Our Diversity & Inclusion Council focuses on bringing about a more equitable environment to enable all employees to feel welcomed and included for their unique talents and contributions.

WHY SCHOOL DISTRICTS TRUST US

- ***We Know School Districts:*** We are the largest provider of school-based therapeutic and behavior support services nationwide, serving over 9,000 students in over 1,100 districts.
- ***Quality is Our Priority:*** We utilize an engagement and communication platform to enhance our employees' experiences and to monitor their fulfillment with their positions. This allows the team to stay informed of potential issues and fix potential problems early.
- ***Our Experience:*** We have specialized in serving school systems for 34 years and are working to positively impact the lives of more than 2.1 million children. We have been providing school-based services to Connecticut school districts since 2005, and we currently have over 150 clinicians working across the state.
- ***Our Dedication:*** We make sure our clinicians have the resources to do their job effectively so that your students are served appropriately. We ensure quality services and provide an experienced clinical leadership team.

EXPERIENCE, EXPERTISE AND CAPABILITIES

HOW WE ARE DIFFERENT

- **Clinical Quality:** Every clinician is managed by an experienced school-based clinician, not by someone in HR. Our operational leadership consists of licensed clinicians and educators whose support and mentorship promotes best practices and ensures that our staff members are successful in their district assignments.
- **District Professional Development:** We offer continuing education to your District. Each school year, we will offer your District and your employees exclusive access to ACE, NASP, ASHA, AOTA, Nursing, and APTA approved courses three times per year at no additional cost.
- **Training and Development:** We provide our staff with continuing education, training, resources, and mentoring through our professional development program, **Pathways to Success**.
- **Our Employees, Not Independent Contractors:** Our clinicians and educators are our employees, not independent contractors. As a result, we are able to exercise higher levels of accountability and expectations in the provision of services.
- **Personalized Team Approach:** We provide a dedicated **Triad** team (Clinical Manager, Client Services Manager, and Career Services Manager) that works together to deliver the highest level of service and support to the District and the students served.
- **Clinician Retention:** Our Net Promoter Score is rated as Excellent for our industry. The Net Promoter Score is a measure of how likely our clinicians are to recommend us to someone else. With such a high rating, our clinicians are more likely to return year after year, which results in reduced turnover.

OUR COMMITMENT

Together, we are transforming the lives of children and families, improving the quality of therapeutic and behavioral services, and joining with like-minded therapists, clinicians, and educators in order to have a greater impact in our communities. Our passionate leadership team and expansive clinical support network ensure the delivery of the highest quality therapeutic and behavioral health services to the District.

Family of Brands

The Stepping Stones Group grew from a simple belief: That every child is born with a special set of gifts. Throughout our history, we have partnered with ten mission-driven organizations that share in our vision. Our dynamic leadership team and expansive clinical support network ensure the delivery of the highest quality therapeutic and behavioral health services nationwide.



EXPERIENCE, EXPERTISE AND CAPABILITIES

COMMITMENT TO DIVERSITY & INCLUSION

The Stepping Stones Group is committed to diversity and inclusion. As a socially conscious employer driven by purpose, we welcome all people who have the heart to join us in our mission to transform lives together. Our Diversity & Inclusion Council focuses on bringing about a more equitable environment to enable all employees to feel welcomed and included for their unique talents and contributions. We celebrate the diversity of our colleagues and believe that by listening, learning, and empathizing with each other's life experiences we become a stronger organization.

b. SUMMARY OF RELEVANT EXPERIENCE

SOG has been providing school based special education services for over 34 years to school districts nationwide. In that time we have developed extremely strong partnerships with hundreds of school districts by aligning our services with the goals of the district with which we are working. In many of these relationships, SOG has become the sole provider of special education services to the respective district with extremely successful results. The more SOG is engaged with Waterbury, the more we will be able to put back into the district in the form of management, value added services, professional development, support and training.

SOG works with school districts of every size and scope across the country. Our total solutions approach to implementation and management provides a unique and tailored program for every school district we partner with. SOG works with hundreds of school districts both large and small and listing the details of each would become quite lengthy. The following is information on a few of the school districts in urban areas that SOG partners with and provides similar services to. For additional information please do not hesitate to contact our national office.

Relevant Work Experience

SOG has the experience and capabilities to provide continue to provide WPS with whatever level of staffing it may need, from simple position staffing to department management, and anything in between that would benefit its students. The projects described below attest to the success of some of our other current special education, therapy, and behavioral programs and the strength of our district partnerships, as well as our continued retention and growth.

Newark Public Schools

Address: 2 Cedar Street, Newark, NJ 07102

Enrollment: 40,500 students

Services: Speech Language Pathology, Occupational Therapy, Physical Therapy, BCBA, Paraprofessionals, and Social Workers

Status: We currently have 45 clinicians providing services in the district.

Years: 2015 – present

Project Description:

Our organization was chosen to provide PT, OT, and Speech services for Newark Public Schools (NPS) in 2015. As part of a commitment to quality and appropriate staffing levels, our Clinical Manager and Client Services Manager have quarterly meetings with the district. In 2015, we started with five related staffing professionals in NPS, and we have grown to 45 therapists for the 2022-23 school year, with a retention rate of 90% at this district. We have supported the district with its initiatives, and as a result, NPS has met the requirements and is now under local control. NPS relies on our organization to provide services during the school year and ESY.

We have provided a district-level Clinical Manager, Vidya Parekh, MS, CCC-SLP, to provide clinical support to the related service staff in NPS. Vidya works closely with the clinicians and new graduates, providing



EXPERIENCE, EXPERTISE AND CAPABILITIES

effective leadership and mentoring to ensure their success in the district. She also has regular communication with the district Special Education Manager to attend to their needs immediately. Vidya works as a liaison between the district and SSG to ensure timely and accurate submission of billing and SEMI compliance. She also conducts and arranges training and professional development sessions to help the therapists grow clinically. Vidya started with one administrative day and four therapy days and has grown to five full administrative days, which makes it more conducive for her to respond to the district and the therapists immediately.

Our association with NPS has grown over the years, and we continue to provide optimal service to the district. As of the 2020-21 school year, the district also requested our assistance to provide BCBAs, Paraprofessionals, and Social Workers, in addition to the other disciplines we provide on a regular basis.

Christina School District

Address: 600 N. Lombard Street, Wilmington, DE 19801
Enrollment: 14,000 students
Services: School Psychology, Board Certified Behavior Analysts, Paraprofessionals, Speech Language Pathology, Behavior Support Specialists
Status: We currently have 40 clinicians providing services in the district.
Years: 2013 – present
Project Description:



In 2013, our organization was chosen as one of three vendors to provide School Psychology services for the district. We have provided a Client Services Manager to oversee the account. She visits the district two times per year and is always available to respond to any district needs. Due to the pandemic, she is now visiting the district via virtual meeting and will be doing so on a monthly basis moving forward. We have a 90% retention rate year over year, and we currently have 40 clinicians providing School Psychology, Speech Language Pathology, Behavior Analysis, and Paraprofessional services in the district.

We have also provided a district-level Clinical Manager, Brittany Zehr, Ed.S., NCSP, to lead, support, and mentor the clinicians within the School Psychology department since 2013. Brittany is the President of the Delaware Association of School Psychologists. She works closely with new graduates to ensure their success in the district. She has also conducted on-site CE courses for all School Psychology staff at Christina School District. Brittany has:

- Provided materials and facilitated a book study regarding having difficult conversations
- Conducted training for non-school psychologists regarding manifestation determinations
- Provided on-demand CPDs from NASPs online learning center, which have included:
 - Addressing School Refusal and Truancy, Distinguishing Emotional Disability and Social Maladjustment: Law into Practice
 - "I can't get in trouble for one little e-mail, can I?" - What School Psychologists Need to Know about Law and Electronic Communication

Perth Amboy Public Schools, New Jersey

Address: 178 Barracks Street, Perth Amboy, NJ 08861
Enrollment: 11,200 students
Services: Speech Language Pathology, Occupational Therapy, Physical Therapy, School Psychology, Behavior Therapy Services
Status: We currently have 18 clinicians providing services in the district.
Years: 2015 – present



EXPERIENCE, EXPERTISE AND CAPABILITIES

Perth Amboy Public Schools selected SSG in 2015 as the sole provider over other therapy vendors that had been providing the district speech and related services for almost 20 years, when they saw the commitment to aligning with their initiatives for more effective and cost-efficient practices. Since then, SSG has been approved annually, during the tenures of three different Directors of Special Services, because of results achieved in movement toward inclusion and overall reduction of related services. Clear communication and collaboration with the district staff, especially the teachers and case managers, helped them understand the criteria for eligibility and the challenge of scheduling all related services: speech-language therapy, OT and PT for children, especially very young children. With disabilities like autism, transitions from the classroom to the therapy room could cause major behavioral outbursts. Moving the therapy into the classroom helped the teachers and paraprofessionals learn techniques and strategies that they could use all the time, resulting in a decrease in direct services. SSG helped the district implement Sensory Corners in select buildings for every self-contained special education classroom, used whenever the students needed calming or sensory stimulation. SLPs, OTs, and PTs led collaborative sessions in the classrooms demonstrating the use of the equipment so that teachers and aides could continue when the therapists were in other classrooms.

SSG aligned efforts with the district's initiatives to ensure that staff was trained to use therapy strategies. SSG led workshops on topics such as: data collection; AAC; fluency intervention; and interdisciplinary collaboration. SSG provided training for district general education and special education teachers on effective methods of co-teaching and also provided training for all the district's paraprofessionals on how to effectively work with the teachers in the classroom.

Haddonfield Public Schools

Address: 1 Lincoln Ave., Haddonfield, NJ 08033
Enrollment: 2,000 students
Services: Board Certified Behavior Analysts,
Behavior Technicians, Paraprofessionals
Status: We currently have 31 clinicians providing services in the district.
Years: 2020 – present



Haddonfield Public Schools
Growing in Excellence

Project Description:

Since 2020, The Stepping Stones Group has provided behavioral services to the district for BCBAs, BTs, and paraprofessionals. SSG has provided an on-site Lead Paraprofessional, who manages the substitute process, assists with administrative tasks, and liaisons with the school district. SSG has provided district staff training on Executive Functions in the Classroom for district paraprofessionals. SSG has provided Parent Workshops on:

- What is ABA?
- Executive Functioning and Your Child
- Mindful Parenting

EXPERIENCE, EXPERTISE AND CAPABILITIES

REFERENCES AND PROJECTS OF A SIMILAR NATURE

Name & Location	Stamford Public Schools 888 Washington Street, Stamford, CT 06901
Services	We are an approved vendor to provide BCBA, RBT, SLP, OT, PT, School Psychologist and Special Education Teacher services. We also manage the district's behavior classrooms
Contact Name & Phone Number	Mr. Wayne Holland, Director of Special Education (203) 249-4100; WHolland@StamfordCT.gov
Dates and Budget	2008 to present – Budget \$3M per year

Name & Location	Newark Public Schools 2 Cedar Street ,Newark, NJ 07102
Services	SLP-CCC, SLP-CF, OT, and PT services
Contact Name & Phone Number	Marilyn Mitchell, Deputy Executive Director of Special Education mmitchell@nps.k12.nj.us , 973-733-7314
Dates & Budget	2015 to present - Budget Approximately \$3M per year

Name & Location	William Penn School District 100 Green Avenue Annex, Lansdowne, PA 19050
Services	We are an approved vendor to provide BCBA, RBT, SLP, OT, PT, School Psychologist and Special Education Teacher services. We also manage the district's behavior classrooms
Contact Name & Phone Number	Ms. Geana Germana, Director of Related Services (215) 313-3852; ggermana@wpsd.k12.pa.us
Dates and Budget	2019 to Present – Budget Approximately \$3M per year

Name & Location	Christina School District 600 North Lombard Street, Wilmington, DE 19801
Services	We are the primary provider of SLP and related services to the district including BCBA, RBT
Contact Name & Phone Number	Dr. Tara Needham, Supervisor of Special Education (302) 552-2717; tara.needham@christina.k12.de.us
Dates and Budget	2013 to Present – Budget Approximately \$5M per year

Name & Location	Coatesville Area School District 3030 C G Zinn Road, Coatesville, PA 19372
Services	SSG is providing SLP, SLP-CF, OT, PT, BCBA, BT, RBT, BSS, Paraprofessional/Educator, Restorative Practices Coach, Wilson Reading Teacher, General Education Teacher, and School Psychologist (teletherapy) services for the 2022-2023 school year.
Contact Name & Phone Number	Brenda George, Director of Pupil Services georgeb@casdschools.org , 610-938-1672
Dates and Budget	2017 to Present – Budget Approximately \$3M per year

All Projects listed above were completed in the original timeframe established

SSG is currently working with The City of Waterbury, Department of Education on three contracts. SSG is currently contracted to provide Registered Behavior Technicians, Board Certified Behavior Analysts and Speech Language Pathologists to Waterbury Public Schools.

c. PERSONNEL LISTING

Jody Fimiano, Client Services Manager
Jill Glessner, CCC-SLP
Dipali Bhakta, CCC-SLP

Current SSG SLPs working with Waterbury

James Matejek
Nechi Lehrman
Susan Atkinson

Additional SLP Candidates

Alyssa Beauvais
Kimberly DeMarino
Jesse Peterman

d. CONFLICT OF INTEREST

The Stepping Stones Group, LLC has no business, financial or personal relationships with The City of Waterbury that may cause a conflict of interest for this project.

STATEMENT OF QUALIFICATIONS AND WORK PLAN

a. QUALIFICATIONS

Experience of the Firm

Our professionals are licensed and certified in the states in which they are assigned, have specialized training and experience in special education, developmental disabilities, pediatric rehabilitation, and/or mental illness, and work within the framework of IDEA, the ethical best practices of their disciplines, local District guidelines, and state and federal law. We will ensure that our clinicians and educators comply with the terms and conditions regarding licenses and certificates, fingerprinting, Medicaid service records, and all District rules and regulations.

SSG has reviewed the Qualifications (Section B) outlined in the RFP instructions, and we agree with all requirements and terms. We will recruit highly qualified clinicians who will meet the District's qualifications. We will also ensure that they perform all duties listed in the Scope of Work, including providing direct and indirect services, conducting evaluations, participating in IEP meetings, writing reports, coordinating with parents and staff, and following District procedures.

The clinical culture within SSG revolves around providing educationally relevant services and implementing strategies and best practice techniques to address the students' IEP goals.

SSG is committed to providing the most qualified and professional personnel to carry out the services needed by Waterbury Public Schools. We ensure SSG clinicians have extensive experience working with children, excellent communication skills and the ability to work independently as well as part of a team. We provide initial onboarding training as well as ongoing trainings for all areas of professional development. Please see below for the specific qualifications for the positions requested:

1. Speech and Language Therapy Services

SSG therapists are highly qualified and knowledgeable about educationally relevant school-based services. They are skilled in working with students in accordance with their Individualized Education Program (IEP), being part of and/or developing IEPs, performing appropriate diagnostic and evaluative testing, report writing, data collection and progress monitoring. SSG therapists collaborate with the entire IEP team to ensure appropriate decision-making and service delivery. SSG therapists are active members in IEP and PPT meetings. SSG provides training and resources for therapists who work in specialized settings to ensure effective treatment.

Speech-Language Pathology:

SSG Speech-language pathologists are highly-qualified to serve students from diverse linguistic and cultural backgrounds. Services include: prevention and pre-referral, screening, assessment/evaluation, consultation, diagnosis, treatment, intervention, management, counseling, collaboration, and timely documentation. They address typical and atypical communication in speech sound production and articulation, resonance, voice, fluency, language (comprehension and expression—including literacy, prelinguistic communication, pragmatics (social skills), phonology, morphology, syntax and semantics), and executive functioning and cognition, including: attention, memory, sequencing and problem solving.

STATEMENT OF QUALIFICATIONS AND WORK PLAN

Staff

SOG national and regional directors are among the top therapists in their fields. Many have led school districts of their own as well as participated in key roles with ASHA (American Speech and Hearing Association) the governing body that sets the national standard for best practices. SOG maintains an extensive clinical support team consisting of former special education directors, therapists, teachers, and university professors that effectively become an extension of your team.

SOG staff is trained and knowledgeable in the educational versus medical model of therapy. In addition, SOG leadership and support team are experts in providing training and resources to districts around the nation on this very topic. We have a comprehensive software solution to managing and analyzing caseload versus workload, which also allows SOG to foresee any potential challenges and provide support before the challenges become problems.

Supervision of Personnel

SOG has a Leadership and Support Team of experienced professionals with specific training in support and mentorship of employees working in a school-based setting. Each SOG Leadership and Support Team member has specialized areas of expertise, and these professionals are utilized to support employees as needed for specific training or specific needs of the district. The team meets with employees at regular intervals throughout the year, and members will meet with the district when necessary. The district can utilize these SOG Leadership and Support Team members to ask questions, to make on-site visits, to provide and/or receive feedback, to coordinate trainings as necessary, and to check in with districts and employees to ensure high quality provision of services.

The clinical support team will provide an orientation to all of the therapists assigned to Waterbury before the beginning of the school year to include any special training deemed necessary by the district. SOG Leadership and Support Team will conduct structure quality assurance visits as needed or requested and will provide feedback to the district regarding strategies to enhance therapy programs. Quality Assurance visits will include discussion on any or all of the following topics:

- Scheduling/paperwork guidance
- Problem-solving for unique situations
- Therapy and evaluation guidance
- Caseload Analysis
 - Ensure appropriate frequency and intensity of services
 - Identify and reduce caseload size when appropriate
- Documentation Review
 - Ensure development of quality IEPs
 - Confirm attendance records and Medicaid documentation are maintained
 - Verify therapy logs and data collection and analysis

These visits also allow the team to conduct needs assessment for any potential professional development that SOG can provide to the therapists, including those working for SOG and those working for Waterbury.

2. SOG has a proven track record of assisting school districts across the country with their special education needs, initiatives and objectives. SOG has unrivaled access to knowledge and research in every area of the field, giving us the ability to bring theory and research into everyday evidence-based best practices in the classroom. SOG therapists are trained and qualified to provide specially designed therapy

STATEMENT OF QUALIFICATIONS AND WORK PLAN



methods and instruction to meet the unique needs of students with disabilities. They are knowledgeable about the general education curriculum and Common Core State Standards as well as providing services in the least restrictive environment (LRE), promoting carryover and success in the classroom, and the availability of resources appropriate to the students through the school district board of education.

Nationally, we are engaged with hundreds of school districts ranging from remote, rural school districts to many major urban school districts. These engagements range from the use of one SSG therapist to 100+ SSG therapists within a given school system. Some examples of our partner school districts in urban areas similar to Waterbury include: Stamford, CT; Bridgeport, CT; New Haven, CT; Jacksonville, FL; Miami, FL; New York, NY; Nashville, TN; Atlanta, GA; Philadelphia, PA; Seattle, WA; Chicago, IL; Dallas, TX; Houston, TX; Los Angeles, CA; San Diego, CA; Tucson, AZ; Las Vegas, NV; and Indianapolis, IN. We have been able to meet the needs of the districts we partner with by providing special education professionals that are highly-qualified and have the appropriate skill sets to address the different challenges that are present in urban school settings.

In each of these engagements our partner schools quickly learn that SSG operates differently than other companies. All schools are struggling to do more with less. SSG partner schools experience first-hand the SSG desire to do much more than just provide highly qualified therapists. They see the willingness of the SSG team to help them with their programs and provide not only training, but follow through with that training to ensure district initiatives are being met. They witness the quality of our professionals, the extremely high caliber of our leadership and the multiple layers of support to assist where needed.

The SSG team works every day to refine best practices to improve service delivery to schools and will work for your district within your existing environment to assist your unique programs.

SSG will continually seek ways in which we can assist and partner more closely with Waterbury Public Schools. SSG will contribute to this partnership by providing no cost training, management and consulting to assist Waterbury in meeting special education initiatives and objectives. We look forward to the opportunity to sit down with your Special Education management team and further discuss ways we can be of service.

*Please see references listed elsewhere in this proposal.

3. SSG is able to attract and retain the best school based clinicians because of our reputation and support programs. These programs are specifically aligned with Waterbury Public Schools rules and regulations. In addition, all SSG therapists will be educated and trained in the United States and will have the appropriate licensure and certification for the state of Connecticut. All SSG employees will also have knowledge and experience with federal and state laws and regulations governing the services of school based speech language pathology, occupational therapy and physical therapy.

SSG therapists will perform all services required by Waterbury Public Schools. These services include early interventions, therapy, evaluations, student assessment, program development, treatment, staff training and collaboration, and ongoing parent/staff consultation and collaboration. Our therapists will provide services in compliance with IDEA and Waterbury requirements. Each SSG employee will have the appropriate Connecticut license and/or certification, and will be well-acquainted with the laws and professional code of conduct related to his or her field of expertise.

STATEMENT OF QUALIFICATIONS AND WORK PLAN



Continuity of care is essential. SSG therapists understand the importance of regular and consistent service. They are expected to anticipate and prepare for changes in the school calendar and daily schedule in order to minimize disruption in therapy. Caseloads are handled in an organized and efficient manner. Student progress is closely monitored, documentation of service delivery is clear and precise, records are kept secure, and pupil confidentiality is maintained.

SSG employees follow the policies and procedures set forth by the school district to ensure that student goals and objectives are addressed accordingly. Our experienced clinical support teams are available to teach advanced strategies to providers that will subsequently be able to further enhance curriculum integration into various service delivery models. Our employees adhere to the requirements established by Waterbury Public Schools in monitoring student progress, consulting and collaborating with parents and teachers, setting goals for achievement and using a timetable for improving achievement. Our reports are consistent with the timetable and format used by Waterbury Public Schools.

Our consistent commitment to all our clients' programs and integration of standards has resulted in outstanding success and our employees have been continually invited back. Our Connecticut therapists have worked with school-age children with a variety of disabilities ranging from moderate to severe, including autism, behavioral disorders, speech impairment, and sign language.

As the largest provider of educational-based therapists in the country, we are able to match each SLP with an appropriate position to which they are committed. Every position filled by an SSG employee matches the skill-sets of the individual, thus providing the maximum chance for success. Additionally the management support team can help a therapist when they have a particularly difficult caseload or when working with disabilities that they have less experience with. For these reasons we can ensure that your therapy needs are met for the duration of the contract.

4. SSG is the largest provider of school based special education professionals in the country. It is through our extensive national team that we are able to provide experienced, Connecticut licensed and qualified therapists upon request by Waterbury and without delay. SSG has a network of over 200,000 therapists from across the country. Our Human Resource Specialists are able to quickly access these individuals through our networking system. Every day SSG has a team of over 100 HR Specialists using the latest techniques to screen and hire talented candidates. SSG National and Regional Coordinators perform university outreach programs, attend local and national conferences and network to find qualified candidates for Waterbury Public Schools. SSG also has university professors working throughout the country. These respected professionals understand the vital role SSG plays in the special education community, and they help in the hiring of highly qualified therapists. The main focus of SSG is to give back to the special education community that we have worked with for so long, and we sponsor as well as attend a number of the regional and national special education conventions including ASHA and state conferences.

5. SSG will offer services for speech-language pathologists to Waterbury Public Schools. All SSG professionals will hold undergraduate and master's degrees in their field from an accredited, post-secondary institution as well as active professional certifications from CT Health Department and the CT State Department of Education according to Connecticut law. SSG has a licensing and credentials department that works with each employee to ensure that they meet all licensure requirements for their profession. Every SSG therapist will be properly licensed before beginning an assignment with Waterbury Public Schools. SSG will provide copies of resume, license, Connecticut State Certifications, Fingerprinting and Criminal Background Check and TB Clearance to Waterbury via email before acceptance of placement.

6. SSG professionals understand the difference between the medical model of service delivery and services based on educational need (i.e. educational vs. medical model of delivery). We are a school-based company that can ensure your students receive excellent care in a cost-effective manner. Our speech-language pathologists, occupational therapists and physical therapists are proud of their professional and compassionate delivery of services. They see themselves as your employees and act accordingly. They are expected to comply with administrative rules and handle any conflict in a diplomatic and professional manner.

Our therapists are also mindful of efforts to maintain least restrictive environment for each student. They understand that service delivery does not necessarily require removing the student from the classroom. Therapy or teaching may be integrated into classroom instruction or may be consultative. When the nature of a student's condition requires only temporary therapeutic services when a student is learning a new skill or is transitioning into a different learning environment—direct services may be indicated for only a brief period (e.g., once a week for a two-month duration). Once the classroom teacher is adequately employing the recommended strategies for the student, direct services may be withdrawn. SSG therapists can also participate in the RtI process, thus helping to prevent unnecessary referrals for special education services by analyzing and addressing barriers and facilitators to performance within the context of the educational environment.

Our employees work hard to establish supportive and trusting relationships with your instructional and administrative personnel. As participants on a multidisciplinary team, they screen and/or evaluate students to help determine eligibility for services. They contribute to the development of each student's Individualized Education Plan (IEP) and direct their efforts toward the development of skills that promote academic, functional and vocational learning. Interventions are designed to directly advance the educational objectives specified within the IEP.

SSG recognizes that therapy eligibility requires that the child's language or articulation interferes with his/her ability to benefit from his education program. As a member of the multidisciplinary team, our therapists help determine eligibility. Speech-language pathology and other related services are recommended only when the services are necessary for the student to benefit from his/her IEP. Services are considered appropriate when they facilitate the attainment of the goals and objectives identified in the student's IEP.

Though the SSG therapist will make appropriate recommendations to the multidisciplinary team, the decision as to whether a student requires related services is reached collaboratively by the entire team. Eligibility for various services is determined within the following guidelines:

With recommendations from the SSG therapist, the multidisciplinary team will discuss and identify how the student's individual strengths and weaknesses relate to his or her learning. Our personnel are well aware that services must be educationally related and do not presume that a student with an identified language impairment is automatically eligible for school-based therapy. When a student's needs can be adequately addressed through regular school activities, direct therapy will not be recommended.

Certain students may require therapeutic intervention for the duration of the IEP year. Others may require only temporary therapeutic services, such as when learning a new skill or transitioning into a different learning environment. Once the classroom teacher is adequately employing the recommended strategies for the student, direct services may be withdrawn. Regardless of whether the student receives short-term or long-term therapy, or whether the therapy is in a pull-out or push-in model, SSG therapists

STATEMENT OF QUALIFICATIONS AND WORK PLAN

collaborate and consult with classroom staff to further benefit the student. Progress occurs more quickly when therapy is integrated into the other areas of the student's school day because it allows for the generalization of skills across various environments. In addition, our therapists recognize the need for efficiency and cost effectiveness. They coordinate with teachers and other therapists to minimize overlap. Every effort is made to avoid duplication in services.

As stated earlier, the team must determine whether speech-language pathology and/or other related services are necessary for the student to achieve an educational benefit from his/her program. Once eligibility is determined, the team develops clear measurable goals to ensure the student's needs are addressed. Aside from recommending goals/objectives, the therapist assists in developing a therapeutic plan with information on the type of related service, techniques to be used, length and frequency of service, whether the therapy is to be individually administered or done in small groups, and the method of measurement used to determine if the child has reached the goals set forth. Therapists will also participate in the development of specially designed instruction (SDI's) that will include therapeutic methods and strategies to address the student's unique learning needs and promote generalization of skills across environments.

7. Attached please see the resumes of SSG proposed staff along with the list of SLPs currently working with Waterbury Public Schools. Some of these professionals are already certified and working in Waterbury or elsewhere Connecticut, and others are relocating to the Waterbury area. SSG has the ability to provide sufficient levels of staff to meet the needs of Waterbury Public Schools. All professionals will be certified in the state before the beginning of the 2023-24 school year. Generally, SSG experiences a retention rate of approximately 87% year over year. Waterbury Public Schools will have the opportunity to conduct personal interviews of all proposed staff and will have final say in the selection of candidates.

8. Every SSG SLP working with in your district will have school based experience and will be familiar with the educational model of therapy. Our human resources and therapy support teams evaluate their knowledge of school based services by examining previous coursework and previous work experiences. The therapists provided to your district will all have experience in the principles, methods and procedures used to determine the need for Special Education services and will have experience writing Individualized Education Plans (IEPs). This includes knowledge of various standardized assessment tools used for a school-based setting and informal evaluation methods to complete authentic assessments of students to determine eligibility for services. In addition, they will each have knowledge and experience with Response to Intervention (RTI) to ensure students are appropriately identified and referred for Special Education evaluations.

Our SSG SLPs will also be able to design and implement individualized goals and objectives, conduct evaluations and screenings, assess and report on progress, observe, design and implement treatment plans, identify appropriate accommodations, assistive and communication devices, design and implement research based early intervention and treatment plans, identify teaching strategies for students with related academic and educational needs, train and instruct staff and provide any other related services required by Waterbury Public Schools. Our therapists have been trained on the use of curriculum standards to collaborate more effectively with other team members and to write IEP goals that are educationally relevant. In addition, SSG provides extensive training on data collection and progress monitoring. Therapy treatment plans are designed to allow students to access their curriculum and to facilitate carryover of skills into the classrooms. Our SSG therapists will work with the IEP team members

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to determine where services are delivered to ensure the least restrictive environment (LRE) for service delivery. Their goal is to move students as quickly as possible toward a greater level of independence and participation in the classroom by supporting them with appropriate therapy services, modifications, and accommodations. SSG therapists are trained in various service delivery models, including several different models of inclusion/push in therapy in the classrooms. Caseloads are evaluated at regular intervals by both the therapists and the SSG Support Team members so that each therapist remains mindful of students who may be able to move to less direct service time or even be exited from services. As a recognized provider of Continuing Education services, SSG is also able to provide additional specialized training to both SSG therapists and other members of the Waterbury Public Schools team as needed.

9. SSG is a current provider of special education services to Waterbury Public Schools. SSG personnel will continue to follow City and District procedures, guidelines and other requirements as set forth by Waterbury District representatives, including qualification and exit procedures. SSG employees will all obtain satisfactory criminal background checks, fingerprinting and drug screening.

10. SSG personnel adhere to all policies and procedures of Waterbury Public Schools. Each SLP shall provide timely and complete reports as requested by Waterbury staff and provide to the District Medicaid documentation in a form and manner acceptable to the District and which is in compliance with the State of Connecticut Department of Social Service regulations and other relevant law.

11. SSG will provide a transparent and fully accessible system for verifying hours worked by our SLPs and personnel. All staff will be scheduled to work 7.5 hours per day, Monday – Friday.

12. SSG will determine a pay rate schedule for half days, snow days, holidays, and professional training seminars and share it with Waterbury Public Schools before the beginning of the school year.

13. SSG and our SLPs will comply with all provisions of IDEA funding as it pertains to this contract.

METHODOLOGY – CAPACITY TO PERFORM WORK

It is our priority that our clinicians implement educationally relevant and evidence-based therapeutic and behavioral health approaches, follow best practice standards in their area of specialty, and implement services within the least restrictive environment.

Our clinicians will apply an integrated and collaborative approach to services, following your District's Multi-Tiered System of Supports or Response to Intervention guidelines and approach. Our clinicians will also participate in all aspects of the school-based identification and intervention process: from assessments and eligibility standards, to development, planning, and implementation of IEP services.

As members of the collaborative IEP team, our clinicians will help determine the right service delivery model and strategies to support the educational goals of each individual student. Service models may include individual or group service delivery, push-in, pull-out, consultative approaches, or any combination of the above. We believe that it is essential for all IEP team members to collaborate with one another on a regular basis in order to promote consistency and increase student success.

Pre-Referral Strategies, Including RtI

SSG clinicians will follow the policies and procedures defined by the District. Before an assessment is initiated, our clinicians may collaborate with IEP team members or school staff to discuss parent and/or teacher concerns regarding the student's academic and/or behavioral challenges. The clinicians will work with the team to determine specific strategies and modifications that can be implemented for a specified

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amount of time, in the general education environment. If necessary, a classroom observation may be scheduled.

SSG clinicians will lend support, provide strategies for interventions, and educate the IEP team members with regard to related disability areas, which have a negative educational impact on student performance. In addition, prior test scores, attendance records, medical history, and work samples may be reviewed to assist in making the right modifications for the student. This approach will frequently reduce unnecessary assessments and provide staff with the tools to help meet student needs.

Assessments

If an area of deficit has been identified that negatively impacts a student's academic performance, SSG clinicians will provide assessments in accordance with state and District guidelines. Assessment materials and protocols are administered based on the student's age, specific areas of academic concern, and culture. Once all data has been compiled, an evaluation report is completed, and the outcomes of the assessment are shared with the IEP team and family during an IEP meeting. The student's present levels of function, proposed goals, recommended accommodations, and potential interventions are discussed. If services are recommended, the information gathered during the assessment process will be used to develop the student's treatment plan and goals.

Consultation

SSG clinicians provide consultation services to support students' success and bolster their skills in various learning situations. Consultation involves different components, such as classroom observations, providing strategies for teachers and parents, and providing resources. Consultation may take place in or out of the classroom.

IEP Team Collaboration

SSG recognizes that parents and teachers are key members of the student's IEP Team. We encourage our clinicians to communicate with IEP team members regularly to keep them informed and to answer any questions they might have regarding the services the clinician is providing. In order to ensure consistency and continuity, our clinicians:

- coach the school staff in techniques and modifications for improved carryover and success
- participate in co-treatment sessions with other service providers, when appropriate
- provide parents/guardians with information on their child's disability and how it is being addressed at school
- provide home programs that include activities to reinforce services that are being provided throughout the day

Student Intervention

SSG clinicians understand that interventions are driven by the student's IEP goals, using best practice methodology and appropriate service delivery models (push-in, pull-out, consultative, collaborative) to address their individual educational needs. Whenever possible, services are integrated into the classroom, to ensure that the least restrictive environment is utilized. This promotes the carry-over of therapeutic strategies into the classroom and provides opportunities for staff education, collaboration, and consultation with key staff members that will be supporting the student's educational progress.

Progress Monitoring

SSG recognizes the significance of data collection, documentation, and accountability, as well as the importance of providing the appropriate amount of services stated in the IEPs. Our Clinical Manager will provide individualized support and direction to our clinicians and educators in the area of Progress

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Monitoring, as needed. They are available for direct visits, phone conversations, and email communications, and they can answer questions regarding data collection and documentation.

With regard to monitoring progress, our clinicians will:

- complete District and/or site-specific quarterly progress reports
- follow the District's policies and procedures for documentation and availability
- monitor the daily notes to determine progress
- record student IEP progress and keep printed progress reports in student records
- complete Attendance Logs in order to track the frequency and duration of services provided
- notify case managers when clinicians complete their portion of student progress related to Special Education services

Student Confidentiality, HIPAA/FERPA/IDEA Compliance, and Maintenance of Records

Our company and our employees understand and comply with HIPAA, FERPA, and IDEA regulations and guidelines to ensure total confidentiality and maintenance of student records/documents. We also abide by the understanding that all student records/documents are retained as property of the District. The importance of confidentiality and protecting the privacy of students' health information and students' education records is addressed during our Employee Orientation Process. This information is also covered in our Employee Handbook. We are committed to maintaining legal compliance and integrity in all aspects of our operations. Our employees are required to read and sign the company Compliance Program.

Scope and Service Cohorts

Below is a partial list of the services we provide:

<u>Related Therapy</u>	<u>Related Behavioral</u>	<u>Education</u>	<u>School Nursing</u>	<u>Autism</u>
Speech Language Pathologists	School Psychologists	Special Education Teachers	Certified School Nurses	Board Certified Behavioral Analysts
Occupational Therapists	Licensed Social Workers	Teachers for the Visually Impaired	Registered Nurses	Registered Behavioral Technicians
Physical Therapists	Mental Health Counselors	Teachers for the Deaf and Hard of Hearing	Licensed Practical/Vocational Nurses	Behavioral Technicians
Audiologists	Educational Diagnosticians	Sign Language Interpreters	Certified Nursing Assistants	Paraprofessionals
Therapy Assistants (SLPA, OTA, PTA)	School Counselors	Adaptive Physical Education Teachers		Instructional Aides
	Marriage and Family Therapists	Orientation and Mobility Specialists		

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CAPABILITIES

Staffing Capabilities

Our longstanding history, national leadership, regional experience, and localized familiarity allow us to continue the growth of our professional network so we may effectively meet the staffing demands of our school district partners in every area of need. We continue to experience remarkable growth and success in recruiting highly skilled special education, therapeutic, behavioral health, and education professionals for our school district clients. This success is represented in our client retention rate, in which 92% of our school district partners have chosen to work with us year after year.

- ***Regional knowledge and experience.*** As a longstanding local provider in Connecticut and current vendor to Waterbury, SSG is already familiar with the district's policies, procedures and special education programs. We understand the commutability factors from different areas of the city and surrounding New Haven County, and we use this knowledge and experience to match available clinicians with assignments in appropriate or commutable locations.
- ***Local and nationwide candidate pools.*** SSG has built a large network and database of professionals that we can call upon when a school district partner has an opening. This database includes candidates in the Waterbury area, as well as candidates located throughout all 50 states. This allows us to expand our recruiting efforts to help source candidates relocating to the area if needed.
- ***Creative sourcing and recruiting.*** Our organization uses proven recruiting techniques to uncover new candidate leads for our school district clients. Through creative, proactive, and personalized recruiting efforts, we can respond to the needs of your District to provide qualified and available candidates. We also work with universities and colleges across the country, including many in Connecticut. Our ongoing and broad recruiting strategies ensure that we have potential candidates in our pool today and that we are developing new candidates for the needs of tomorrow.
- ***Consistency of service and retention of clinicians.*** SSG is proud of the consistency of service that we offer our school district partners. The growth and satisfaction of our clinicians is an integral part of our company culture, so our clinicians tend to stay with us year after year. Maintaining these high retention rates allows us to offer returning staff to your District each school year.
- ***Ongoing and immediate staffing needs.*** We are committed to responding to the short notice needs of our clients. Our approach includes immediate access to our local / regional database of clinicians, offering special incentives and creative solutions to support the urgent needs of your district. As our relationship continues to grow with the District, so does our involvement with local clinicians and the ability to respond quickly with qualified and talented candidates.

RECRUITING AND HIRING

With over 34 years of experience in providing therapeutic and behavioral services, The Stepping Stones Group has established a unique approach to recruiting qualified personnel. Recruiters will review District provided job details and identify candidates that match the District's preference in terms of required licensure, credentials, availability, previous experience, knowledge, and flexibility. Within our thorough screening process, we also look beyond basic tangible skills. We qualify clinicians based on their professionalism, presentation, demeanor, positive mindset, and their desire to work with children with special needs. Our priority is to provide our school district partners with highly qualified, passionate clinicians that best match their needs.

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By strategically structuring our recruitment team, our clients have dedicated recruiters that are subject matter experts in hiring for their areas and markets. For example, our senior recruiters have over 10 years of experience. This allows for fast, quality results and direct target marketing for candidates that fit their needs.

Request for Candidates

- SSG will receive a request for a clinician or educator from your Special Education Department via email, phone, or in-person visit.
- We will respond immediately, and within no more than 24 hours, with acknowledgement of the request and/or request for clarification.
- We will work closely with your District to review the caseload to determine any specific needs to ensure a successful placement.

Steps to Identify Candidates

- Search our database for candidates who match the job specifications
- Conduct local and online job database searches for candidates
- Launch marketing campaigns through email, referrals, mailings, and social networks
- Participate in state and national conferences, such as ACE, AOTA, ASHA, APTA, and NASP
- Connect with colleges and universities for alumni and recent graduate leads
- Attend career days and career fairs at universities and surrounding feeder states
- We have developed a University Relations Program, dedicated to identifying new graduates who want to pursue a career in providing special education, therapeutic, and behavioral health services.
- It should also be noted that we hire many employee referrals, which is a testament to our high level of employee satisfaction.

Once a Candidate is Identified

- Recruiter completes a preliminary interview
- Recruiter reviews candidate's resume, confirms job history, and verifies licensure
- In select situations, our Clinical Manager conducts a Clinical Interview to screen the candidate and to determine the candidate's skill level. Candidates are chosen for their education, experience, specialty, flexibility, values, professionalism, and alignment with District specific selection criteria.

Once a Candidate is Deemed Appropriate for Submission to District

- Recruiter or HR conducts professional reference checks
- Recruiter obtains permission from the clinician to submit resume to the District
- Clinician is submitted to the District for consideration

Orientation

SSG provides each clinician with a comprehensive orientation, a detailed Employee Handbook, excellent support, and opportunities for mentoring when needed. It is our desire that our clinicians become an integral part of the culture of the schools and districts they serve. As a current partner with Waterbury Public Schools, we will work with the district to confirm all information regarding their policies, procedures, and documentation requirements have remained unchanged from 2022-23. We will then provide direction, training, and guidance to ensure our clinicians learn this important information.

SSG will make every effort to educate, instruct, and monitor its clinicians to ensure they are following all district standards. This will include policies regarding dress code, wearing identification badges, following

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safety protocols, completing time logs, attending required meetings, recording data, etc. Specifically, we will review the Contractor Responsibilities set forth in the contract with its clinicians. We will work to ensure that all clinicians follow these requirements and maintain a professional presence. We will also provide ongoing support to our clinicians to ensure that all district rules and regulations are being followed.

Training

SOG provides customized training and coaching to meet your district's specific needs. These trainings are followed up with in person observations and documented feedback to ensure advancement. These trainings and workshops are provided at no additional cost to the district.

SOG provides district and state mandated training for its clinicians to ensure they maintain compliance, as well as additional training that SOG has determined is beneficial. Examples of training include: SOG Orientation, Autism/Behavior Support training, and COVID training. In addition to technical training, we also provide more generalized training that will help our employees be successful in school-based placements. Topics include soft skills, professionalism, and managing difficult situations. These training modules are housed in our learning management system, Bridge Academy. Training is geared to those that are new to schools, as well as experienced clinicians.

Training and Development Program

Our **Pathways to Success Program** provides clinicians with individualized support, engagement opportunities, access to online continuing education resources, and mentoring through unique programs - Foundations and Bridge Academy - which are described below. Whether our clinicians are new graduates, new to schools, or experienced school-based clinicians, our company will provide them with the support and resources needed to be successful. Our Training and Development Program is led by Christine Dukes, CCC-SLP, SVP Quality, who has over 25 years of experience in education, recruiting, and management.

Foundations Mentoring Program

Foundations is a mentoring guide developed for employees who are new to the school environment, including new grads and therapists transitioning from other settings. It consists of a series of learning modules on Bridge Academy that helps clinicians navigate the complexities of working in school systems. Foundations can be self-guided or completed with an identified mentor.

Highlights include:

- *Caseload Management – Systems and Scheduling*
- *Time Management - Treatment, Meetings, and IEPs*
- *IEPs - Navigating the Process*
- *Service Delivery Models*
- *Assessments, Report Writing, and Documentation*
- *Professional Etiquette*

Bridge Academy – Continuing Education and Training Program

We know the importance and value of continued education and the prominent role it plays in contributing to the professional growth of our clinicians and the children they serve. Bridge Academy, our online training and development platform, hosted by industry-leader Absorb LMS, provides the tools and resources to continue professional development throughout a clinician's career and at **no cost** to the district.

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Highlights of our development and training program include:

- *Experienced professional development team representing SLPs, OTs, School Psychologists, Nurses, Behavioral Staff, and more*
- *Webinars with a defined and discipline-specific curriculum provide opportunities to access courses at any time to earn CEUs and CPDs*
 - *SSG is an ASHA, AOTA, NASP, BACB, and Nursing approved/authorized continuing education provider*
 - *Live webinars provided monthly to address current topics and needs in school setting*
- *Library of over 175 recorded webinars available, including introductory courses with a variety of topics applicable to multiple disciplines*
- *Practical/Printable information including Monthly Toolkits, therapy ideas, and resources*
- *State and District specific required training*
- *Houses our Foundations program, Summer Series curriculum, Teletherapy Toolkit, Monthly CF Roundtables, and more!*
- *Dynamic reporting and course completion certificates available*

A calendar of events is thoughtfully created each school year, so the content is fresh and applicable. In addition to monthly webinars, courses are created to meet specific requirements at the state and district level. Bridge Academy allows for robust tracking and reporting to ensure clinicians have completed their required training prior to start.

Our multidisciplinary, professional development team creates and presents content to ensure our clinicians have access to free, convenient, and appropriate training resources. Our Professional Development team consists of qualified and experienced clinicians, who also act as Clinical Managers.

District Professional Development

To show our appreciation of your business, SSG offers our school district clients and their staff access to **Elevate “U”, our district PD platform**, at no cost. Select recorded webinars, which are eligible for ASHA, AOTA, NASP, and/or BACB CEUs and CPDs and Nursing Contact Hours, will be made available to you and your special education staff three times throughout the school year as part of our SSG District Partnership Program. These courses can be done either individually or in a group setting.

We also provide opportunities for districts to request workshops that are customized to the specific needs of the district. We can discuss options for personalized trainings and events hosted by SSG that can be live or pre-recorded.

All of our Elevate “U” offerings also come with dedicated technical support for users on our platform and provide an opportunity for participants to track courses completed within our system.

In 2022 alone, we offered 300 districts access to our exclusive webinars, with employees earning over 1,000 CEUs/CPDs/PD Contact Hours through our Partnership Program. Access to Elevate “U” through an SSG partnership offers tremendous savings to districts for PD when compared with PD subscriptions services that charge districts based on number of users. Our commitment to your district includes PD at no additional cost to your district.

Below is the calendar of webinars that are being provided for the 22/23 school year.

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background screen, I9 Employee Eligibility Verification, Federal and State tax withholding forms, and other company-related items.

Monitoring

SSG consistently monitors its staff to ensure that we consistently provide high quality clinicians and that we meet the needs of the District. The Clinical Manager will conduct meetings and care calls with clinicians to provide support and verify that they have developed a comfort level and a level of confidence in their roles. The Clinical Manager will also regularly connect with District staff via phone, email, or direct visits to confirm that our clinicians are meeting the needs of the District.

Communication

District staff can contact any SSG team member, including corporate staff, via phone or email at any time. We will also communicate regularly with District personnel to identify and address any new needs, review the services being provided, and address any questions. We will respond to your communications and requests in a timely manner and work quickly to solve any problems. Finally, we will be sure to follow up on any issues to ensure that the appropriate changes have been made to address the situation.

Common Staffing Problems and Company Prevention Strategies

Absences	SSG is committed to providing students with high quality, educationally relevant therapy services, and we will exhaust our options to prevent interruptions in service. If a clinician is absent for several, consecutive days, we will make every effort to find a substitute clinician. We have a database of clinicians looking for short-term assignments, and we also turn to recently retired clinicians to help fill leaves.
Preventing “No Show” Assignments	To prevent “no show” assignments, SSG provides a thorough pre-screening during the recruiting and hiring process and a high level of staff support once the candidate begins his or her assignment. It is a standard operating procedure for the Career Services Manager to regularly connect with the clinicians via phone, email, or direct visits to provide support and verify that they are succeeding in their roles.
Personnel Performance Issues	The Client Services Manager will also regularly connect with the District to ensure that our clinicians are meeting the needs of the District. If a District identifies any performance-based deficits or challenges with a clinician, the Clinical Manager will address the issue immediately and discuss the reported deficits with the clinician. It is our policy to be proactive in obtaining the facts of the matter and working with the District for a timely and positive resolution whenever possible.

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CLINICAL OPERATIONS DEPARTMENT

The Stepping Stones Group provides Clinical Operations support and expertise in all states, for all of our service cohorts, which include: Related Therapy, Related Behavioral, Education, School Nursing, and Autism. Our clinical managers are experienced in and provide support for over twenty therapy, special education, and behavioral health disciplines.

Regional Directors and Clinical Managers

Regional Directors oversee day-to-day clinical operations for their regions. They lead, manage, and support a team of Clinical Managers assigned to the region. Regional Directors provide guidance to their Clinical Managers and assist them with any problem solving or performance concerns that impact our employees. They also promote quality and consistency across the region.

Clinical Managers are the face of the company! These clinical leaders will provide individualized support, guidance, and mentorship to clinicians we place in the District. Every SSG employee is assigned to a Clinical Manager. They provide tools and resources for our clinicians, so they are confident in delivering excellent services to the students they serve. The list below summarizes the Clinical Manager's roles and responsibilities.

Clinical Manager Roles & Responsibilities:

- Complete candidate screenings and clinical interviews to identify quality candidates
- Once candidate is hired, completes company clinical onboarding process
- Work with the Triad (the SDP support team comprised of clinical, recruiting, and client contacts) and/or the District contact to understand District expectations, policies, and procedures
- Provide consistent, individualized, and ongoing support, mentoring, and guidance
- Provide at least monthly touch points with employees, with frequency depending upon the level of support needed
- Discuss best practices with our employees and share clinical tips and ideas
- Monitor employees to determine that they are meeting District expectations and following District policies and procedures, including required documentation and service logs
- Provide District client visits either independently or in collaboration with the Client Services Manager, as needed
- Implement unique SSG programs created to ensure employee success
- Communicate with Triad and District personnel, as needed, to address any performance concerns that the District has brought to our attention
- Address performance concerns with employee and work with the Triad and the District to resolve them
- Provide ongoing, excellent customer service for employees, clients, and colleagues

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b. WORK PLAN

Experience of the Firm

Our professionals are licensed and certified in Connecticut, have specialized training and experience in special education, developmental disabilities, pediatric rehabilitation, and/or mental illness, and work within the framework of IDEA, the ethical best practices of their disciplines, local District guidelines, and state and federal law. We will ensure that our clinicians and educators comply with the terms and conditions regarding licenses and certificates, fingerprinting, Medicaid service records, and all District rules and regulations.

Scope of Services

SSG has reviewed the Scope of Services outlined in the RFP instructions, and we agree with all requirements and terms. We will recruit highly qualified clinicians who will meet the District's qualifications. We will also ensure that they perform all duties listed in the Scope of Services, including providing direct and indirect services, conducting evaluations, participating in IEP meetings, writing reports, coordinating with parents and staff, and following District procedures.

The clinical culture within SSG revolves around providing educationally relevant services and implementing strategies and best practice techniques to address the students' IEP goals. Our clinicians will comply with the following duties, allowing for differences across disciplines.

- Pre-referral strategies, if applicable within the District
- Assessments
- Report Writing
- Attendance at meetings
- Therapy services
- Documentation
- Treatment logs
- Progress reports
- Consultation with teachers, parents, etc.
- Collaboration with child study team

For this RFP, the job duties will be as follows:

Speech-Language Pathologist

- language
- articulation
- phonology
- voice
- fluency
- social communication
- pragmatic language

Language:

- Provide services for the five domains of language: (1) semantics (vocabulary), (2) syntax (sentence structure), (3) morphology (word forms and grammar), (4) phonology (sounds), and (5) pragmatics (social language)

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- Collaborate with Special Education teachers to use curriculum extension activities to increase skills in the language areas of semantics (vocabulary) and syntax (sentence formulation)
- Co-teach lessons with Special Education and General Education teachers targeting pragmatic (social language) skill development for peer interactions

Literacy:

- Offer literacy intervention in oral comprehension for students with language/learning needs
- Lead whole class lessons in kindergarten and first grade on phonological awareness
- Co-teach activities with the kindergarten and first grade teams for story narratives and sequential markers for story organization

Articulation:

- Teach students placement of the articulators of the mouth for correct sound production
- Partner with teachers and families for carryover activities to practice speech sound production

Fluency/Stuttering:

- Teach students techniques to shape rhythm and smoothness of speech production

Voice:

- Teach students vocal health and hygiene fundamentals, and safe vocal use

Augmentative and Alternative Communication:

- Partner with students and staff to provide meaningful opportunities to use dedicated voice output devices for interactions throughout the school day

Autism Spectrum Disorder:

- Teach students social expectations, organizational systems, and conversational strategies for peer and academic situations

Scope of Services

1. SSG agrees and is able to provide up to 13,670 hours of speech language therapy to the students of Waterbury Public Schools. Please see the resumes that are included with this proposal for current available candidates to fill the open positions for the 2023-24 school year and summer. SSG understands that all hours billed must be for work performed during school hours on days the school is in session with the exception of homebound services.

2. SSG understands and agrees that all therapy and related services will be provided by CT licensed and qualified speech pathologists, occupational therapists and physical therapists. All SSG special education professionals will be CT licensed and certified before the beginning of the 2023-24 school year. SSG has the ability to provide qualified candidates to Waterbury Public Schools without delay to fill the immediate and changing needs of the District both in school and homebound settings. SSG will provide the District the opportunity to interview each pathologist or therapist proposed to determine if the person is appropriate to work with District students. SSG also does an extensive internal interview process to determine each candidate's skillset and their ability to perform school based therapy. This screening will occur before the candidate is submitted for review by the District. SSG will also insure that all pathologists

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and therapists working in the District will have satisfactory criminal background checks, drug tests, and DCF registry checks as required under law and will provide the District proof upon request.

3. The SSG speech pathologists will work under the guidance or direction of District personnel. SSG therapists will also have SSG mentorship and support available when needed. All SSG therapists will comply completely with all District requests. SSG therapists will perform the same job functions as Waterbury employees. They will be assigned student caseloads and other related responsibilities and be expected to act in the same manner as District employees. They will also participate in planning and placement team meetings for individual students and provide any other services upon the request of the District.

4. The SSG speech pathologists will collaborate, train, assist, co-teach, obtain professional development and consult with Waterbury staff. SSG also has the ability to provide ASHA approved CEU events for all therapists in the district. This can be done at no cost to the District and will count towards continuing education credits for certification purposes.

5. SSG will provide highly qualified therapists and pathologists who will utilize best practices and research based interventions within the standards of the profession or as set forth by the District. SSG is able to attract and retain the best school based clinicians because of our reputation and support programs. We also provide orientation and training before beginning the school year. These programs are specifically aligned with Waterbury Public Schools rules and regulations. In addition, all SSG therapists will be educated and trained in the United States, and will have the appropriate licensure and certification for the state of Connecticut. All SSG employees will also have knowledge and experience with federal and state laws and regulations governing the services of school based speech language pathology.

6. SSG will supervise its pathologists and therapists and monitor services provided and time billed by each and adherence to the terms and conditions of the contract. All SSG employees will also have knowledge and experience with federal, state, local, and district laws, policies, procedures, regulations and ethical standards. SSG therapists will provide reports to District administrative staff prior to public review.

7. Each SSG speech pathologist will provide timely and complete reports as requested by Waterbury staff and provide to the District Medicaid documentation in a form and manner acceptable to the District and which is in compliance with the State of Connecticut Department of Social Service regulations and other relevant law. Our supervisors in the district will ensure that all reports are timely, accurate and complete before they are submitted to the District.

8. SSG will submit prompt bills for services rendered no later than 30 days after the services were provided with supporting documentation as requested by the District. All SSG therapists will fill out weekly timesheets that must be approved by the District. Once approved, the timesheets will be sent to SSG and a monthly invoice will be created. The invoice will be sent to the District on a monthly basis with all timesheets attached to document hours worked. SSG supervisors will monitor the hours of service to insure compliance with the terms and amount of the contract and will note the hours used and remaining under the contract. All of this information will be noted on each invoice submitted to the District.

9. SSG is a company established and managed by special education professionals. SSG prides itself on its support and customer service, ultimately becoming a partner to the district and an extension of the Special Education Department. In our partnership, Waterbury will be assigned a relationship manager (client service manager) from SSG who works directly with the school district on a daily basis. This client service manager will coordinate and streamline the process of bringing new therapists in and working

STATEMENT OF QUALIFICATIONS AND WORK PLAN

with those currently in the district. They will be the main contact person for Waterbury, and will be available 24 hours a day, seven days per week. The client services manager will work with Waterbury to assess the current special education needs of the district, manage the interview process between each candidate and Waterbury, as well as coordinate start dates and any other start up information.

As the largest national provider of special education professionals, SSG will maintain a consistent pool of candidates that will be ready to begin work at Waterbury with very short notice. In addition, our state and regional managers will all be Connecticut licensed SLPs that can be called upon to provide therapy in emergency situations to avoid service delays. If there are gaps in service or unexpected leaves of absence, SSG managers and supervisors will be ready to step in and fill the role to avoid any breaks in service. SSG will be in regular contact with representatives from Waterbury and will keep them apprised of any gaps in service, and how any missed services will be completed.

In Addition – The Stepping Stones Group will adhere to all conditions (# 1 – 15) listed in Section H of the RFP.

FAILURE TO COMPLETE WORK, DEFAULT, LITIGATION

- a. SSG has never failed to complete any work awarded to the organization
- b. SSG has never defaulted on a contract.
- c. SSG is not subject to any pending litigation which could affect our organization's ability to perform this agreement.
- d. SSG has never had a contract terminated for cause.
- e. SSG has not been named in any lawsuit related to errors and omissions within the past five years.
- f. SSG has never filed for protection under the Federal bankruptcy laws at any time during its existence.
- g. There are no other factors or information that could affect SSG's ability to provide the services being sought about which Waterbury should be aware.

EXCEPTIONS AND ALTERNATIVES

Ssg has no exceptions or alternatives to this RFP

IMPLEMENTATION PLAN

As the largest provider of special education and behavioral services in the country, SSG has the capacity to fill as many Speech and Language Therapy positions as required by WPS. Once awarded a contract with WPS, SSG will follow the steps and schedules outlined below to ensure the successful delivery of services. We will maintain open and frequent communication with District staff to ensure a seamless transition from a clinician's hire date to their first day of assignment.

Overview of Process

Before Award

- Begin confirming that any existing clinicians that SDP would like to return are confirmed for the coming school year.
- Building a pipeline of new candidates in anticipation of awarded contract
- Review compliance procedures including necessary certificates, fingerprinting, TB tests, etc.

Awarded Contract

- Submit signed contract and insurance documents
- Identify District's staffing needs, priorities, and preferences
- Begin interviews with candidates to be presented to the District
- Submit clinicians to the District for consideration

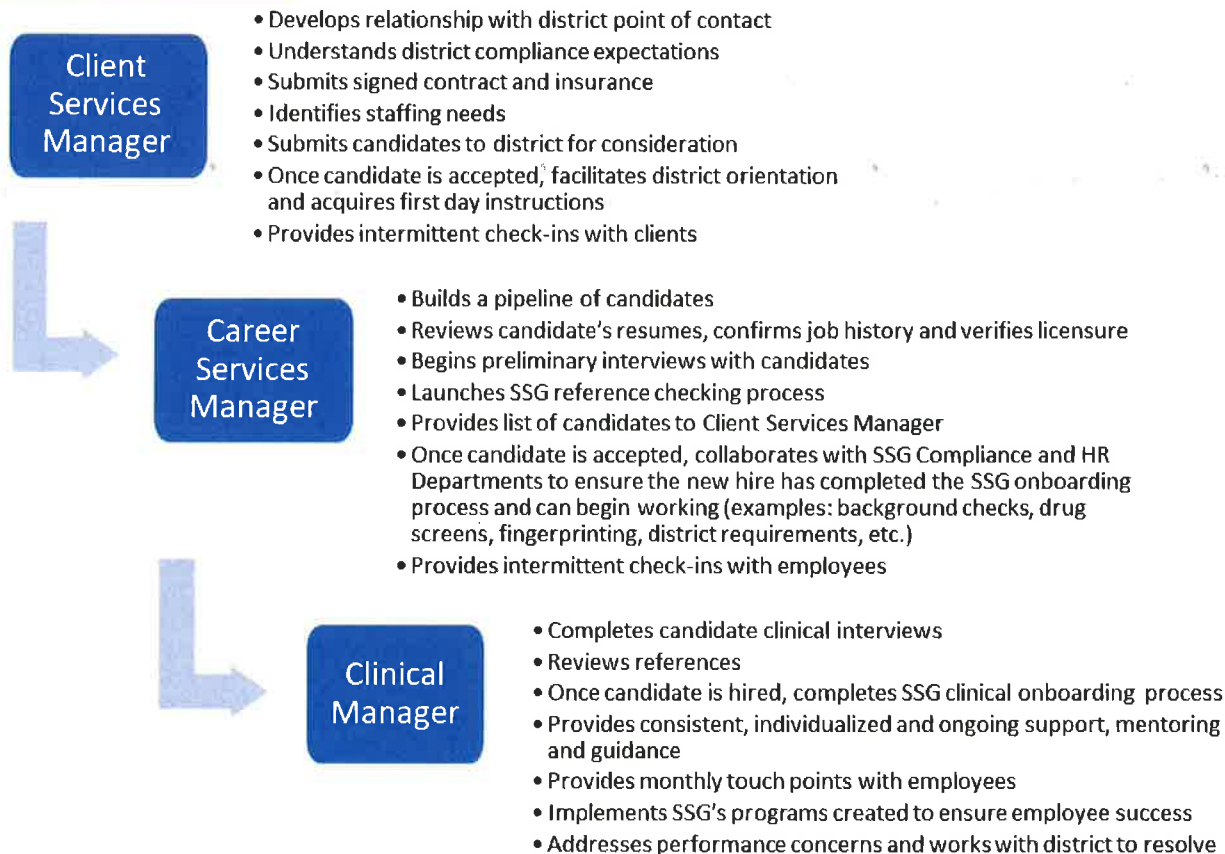
Placements

- Verify clinician's credentials (state licensure, certification, etc.)
- Run all necessary compliance per District regulations (fingerprint clearance, identification badge, background check, TB test, etc.)
- Onboard clinician per company policies
- Clinical Manager to assist with setup, scheduling, documentation, and IEP review on the first day of all placements at no additional cost to the District
- Clinician begins assignment at the District

Account Management

- Confirm process for invoicing and contract compliance (any changes from previous year)
- Provide ongoing management of clinician placements
- Provide ongoing clinician supervision, support, and mentoring
- Monitor and evaluate clinicians to ensure quality performance
- Establish District's preferences for the provision of training or CEU events
- Communicate regularly with District personnel

Roles and Responsibilities



Execution Strategy for Delivery of Services

1st week

- Confirm District expectations, policies, and procedures
- Obtain caseload from the District
- Set up room for services
- Set up logins
- Review student files and/or IEPs
- Create service schedules
- Meet District team and other staff
- Introduce and build rapport with teachers and building administrator/principal
- Obtain list of IEPs and Evaluations that are due within first month
- Start service delivery

30 days

- Ensure all trainings are complete on tracking and managing as well as billing for services
- Connect with case managers to plan for upcoming IEPs
- Check for screening referrals from previous school year and schedule initials
- Make an IEP calendar for the remainder of the year (initials, triennials, etc.)
- Services for all students must be in progress
- Collaboration with teachers and other IEP team members

- If irregularities are noticed within IEP, meet with case manager to hold a possible amendment
- Complete service documentation per District expectations/guidelines
- Establish evaluation deadlines for the school year
- Attend IEPs, if applicable

60-90 days

- Complete Progress Reports per District timeline
- Meet with administration to ensure the District requirements are met to date and adjust if needed

90+ days

- Plan for makeup sessions
- Plan for therapy during District testing weeks, etc.
- Between 90-180 days, especially during the "IEP Season," meet the team and plan in advance to meet the compliance deadlines for annuals and especially evaluations

End of the school year

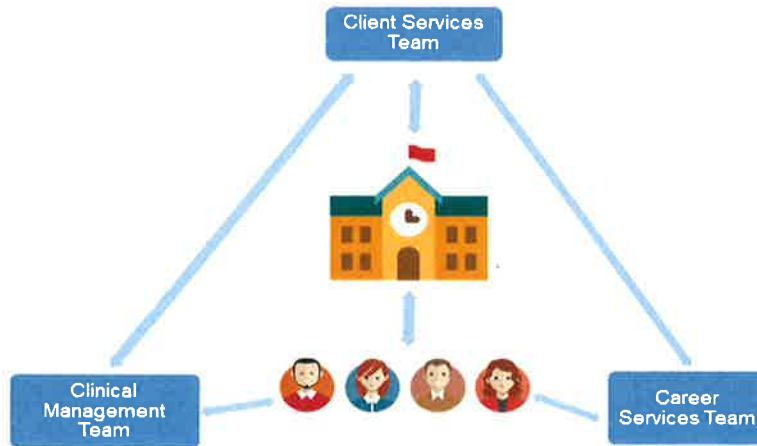
- Obtain information about the closing procedures
- Prepare documents/files giving information about the caseload, location of service delivery, location of files and student folders, and contact person in the school
- Ensure Medicaid documentation is up to date, if applicable
- Complete all scheduled IEPs
- Meet with the District management team to review District staffing needs and assignments, etc.

ADDITIONAL DATA

KEY PERSONNEL

Our organization uses a collaborative approach to ensure that the highest level of service and support is delivered to our school district partners, our employees, and the students served. We refer to this collaborative approach as our **Triad** model, and it is a cornerstone of our company culture.

SSG unifies all areas of District support into a dedicated **Triad** team. This elevates our focus, proficiency, and quality as we work together to deliver excellent customer service to our clients and clinicians. This focused collaboration is our framework for consistent communication, contribution, transparency, and trust. It is the foundation of our client and employee relationships.



Responsibilities for each **Triad** team member are highlighted in the summary below:

Triad Team		
Client Services Manager	Career Services Manager	Clinical Manager
<ul style="list-style-type: none"> Serves as the District's single point of contact and responsible for District satisfaction Responds to District staffing needs, submits candidates to district for consideration, helps coordinate placements Regularly reviews recruiting progress for the District's outstanding staffing needs Oversees invoicing and contract compliance Provides consistent communication and ongoing support to clients 	<ul style="list-style-type: none"> Builds an ongoing pipeline of qualified candidates to meet the District's staffing needs Verifies candidate credentials and begins preliminary interviews Conducts thorough professional reference checks Helps coordinate onboarding and District compliance requirements for new hires Provides intermittent check-ins with employees 	<ul style="list-style-type: none"> Completes candidate clinical interviews Delivers ongoing clinical support and reviews best practices with clinicians Provides supervision, mentoring, and evaluation of staff to ensure we are meeting district expectations and following district policies/procedures Addresses clinical performance concerns as needed Provides consistent communication and ongoing support to clinicians

Your dedicated **Triad** support team for Waterbury Public Schools:

ADDITIONAL DATA

Client Services Managers	Career Services Managers	Clinical Managers
Jody Fimiano 610-291-5829 jody.fimiano@ssg-healthcare.com	Vanessa Doria 484-302-7379 Vanessa.Doria@ssg-healthcare.com Ian Murray 610-875-6101 Ian.Murray@ssg-healthcare.com	Jake Carwell, M.Ed 630-254-2037 jacob.carwell@ssg-healthcare.com Jill Glessner, M.S., CCC-SLP 618-499-1367 jill.glessner@ssg-healthcare.com Dipali Bhakta, M.S., CCC-SLP 601-310-8393 dipali.bhakta@ssg-healthcare.com

Jody Fimiano – Client Services Manager

Jody brings over 25 years of business development, recruiting, and account management experience within the industry. Jody has been with SSG for the last 10 years and has focused on the healthcare industry and providing the best service to the field of special education. Jody is passionate, driven, and is a team player who wants to help all districts with their focus of finding the best talent that is out there.

Jody will be responsible for managing the partnership between SSG and Waterbury Public Schools. She will work to ensure that quality service is provided to the school on all levels. Specifically, she will:

- Serve as the district's single point of contact
- Respond to the district's staffing requests
- Regularly review our recruiting progress
- Work collaboratively to resolve any performance or clinical issues throughout the year
- Plan meetings with the designated Special Education contact as needed
- Oversee invoicing and contract compliance

Jake Carwell, M. Ed. – Clinical Manager

Jake has a diverse background working in the field of special education both as a leader and in the classroom. His area of focus, as well as his passion, is in training and developing staff who work with low incidence populations. Jake's experience includes conducting professional development on a wide range of topics related to behavior and crisis management, creating systems for students reintegrating out of private placements, and capacity building through systematic training and coaching. Through all of Jake's leadership roles, he has continued to demonstrate a passion for the training and development of staff and programs. Jake is a certified CPI trainer and enjoys partnering with districts to solve complex problems. Jake's mission is to expand this exemplary service to the students with the highest needs in our partnering districts, as well as increase high-quality staff retention through training, program development, and collaboration.

Jill Glessner M.S., CCC-SLP – Clinical Manager

Jill Glessner, M.H.S., CCC-SLP is a speech-language pathologist with 16 years of experience providing therapy in the school setting. She has worked with students in Pre-Kindergarten through 12th grade with a particular focus on working with elementary and secondary students, students with autism, and on writing and implementing goals to collaborate with teachers for all curriculum subject areas. She has also been a Regional Director for SSG and has worked with SSG (formerly EBS) for 15 years. Jill has presented at school districts across the country, as well as at state and national conventions and university programs, on a variety of topics such as Connecting Therapy with Curriculum Standards, Documentation and Data Collection, Collaboration and Inclusive Practices, Supervision and Mentorship, and Response to Intervention (RTI). She is a member of several ASHA Special Interest Groups (SIG 1, 11, 16), has previously served as the Associate Editor for the ASHA Special Interest Group 11: Perspectives on Administration and Supervision publication, and was a member and frequent presenter for the ASHA Special Interest Group 16 Professional Performance Review Process for the School-Based SLP Committee. Jill is also a published author in the ASHA SIG 16 Perspectives on School-Based Issues and in the ASHA SIG 11 Perspectives on Administration and Supervision.

Dipali Patel Bhakta, M.S., CCC-SLP – Clinical Manager

Dipali Patel Bhakta is a Speech Language Pathologist and Clinical Manager for The Stepping Stones Group. She currently serves school districts in Connecticut and New York. She has worked in public schools and private practice. She provides clinical support to CF's, therapists with CCC, and continues to practice. Bhakta has created and presented on many topics related to the field of speech language pathology including behavior management, group therapy, Augmentative and Alternative Communication, and teletherapy in a public-school setting. She has experience and formal training utilizing various therapy methods such as DIR Floortime, PECS, Social Thinking, and is a Certified Autism Specialist.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #14.9

June 13, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve a Professional Services Agreement with Access Rehab Centers, LLC, for a three-year period, for Occupational and Physical Therapy Services for students, subject to any non-substantive changes approved by the Corporation Counsel's office.

EXECUTIVE SUMMARY

DATE: June 7, 2023

To: Board of Education
Board of Alderman

FROM: Miguel Pabon, Director of Pupil Services

RE: Approval of Agreement between the City of Waterbury and Access Rehab Centers, LLC for Occupational and Physical Therapy Services

The Special Education Department requests approval of the attached agreement between the City of Waterbury and Access Rehab Centers, LLC, subject to any minor, non-substantive changes to be approved by the Office of the Corporation Counsel. This agreement is necessary in order to provide Occupational and Physical Therapy Services to identified students with disabilities, in accordance with their Individual Education Plan (IEP).

Access Rehab Centers, LLC was awarded a three-year contract not to exceed \$3,195,165.75 for the entire term of the contract, and in accordance with the cost proposal and as set forth below:

For July 1, 2023- June 30, 2024, an amount not to exceed \$1,044,004.50, based on the hourly rate of \$86.46 per hour;

For July 1, 2024- June 30, 2025, an amount not to exceed \$1,064,894.25, based on the hourly rate of \$88.19 per hour;

For July 1, 2025 –June 30, 2026, an amount not to exceed \$1,086,267.00, based on the hourly rate of \$89.96 per hour;

The Special Education Department elected to issue a Request for Proposal #7611, for Occupational and Physical Therapy Services of up to 12,075 hours, to provide these services to students with disabilities. We received proposals from seven (7) vendors. The department formed a Selection Committee which included Miguel Pabon, Director of Pupil Service, Melina Rodriguez, Assistant Director of Pupil Services, and Donajean Belcher, Supervisor of Special Education. After reviewing the 7 vendors, the top two (2) were selected for a follow-up interview. After careful review of all the proposals and information from the interviews, the Selection Committee recommended Access Rehab Centers, LLC as the best suited to provide these services in Waterbury. Access Rehab Centers, LLC has worked with our district in the past and we have been satisfied with the services provided. This contract is paid with general funds. A tax clearance and all requisite city compliance documents have been or will be obtained.

PROFESSIONAL SERVICES AGREEMENT

RFP No. 7611

for

Occupational and Physical Therapy Services

between

The City of Waterbury, Connecticut

and

Access Rehab Centers, LLC

THIS AGREEMENT (the “Agreement” or “Contract”), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (the “City” or “District”), located at City Hall, 235 Grand Street, Waterbury, Connecticut 06702 and Access Rehab Centers, LLC (the “Consultant” or “Access”), located at 22 Tompkins Street, Waterbury, Connecticut 06708, a State of Connecticut duly registered domestic limited liability company (Jointly referred to as the “Parties” to this Agreement.)

WHEREAS, the Consultant submitted a proposal to the City responding to **RFP No. 7611** for Occupational and Physical Therapy Services; and

WHEREAS, the City selected the Consultant to perform services regarding **RFP No. 7611**; and

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

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

1.1. The Project consists of, and Consultant shall provide, up to 12,075 hours of occupational and/or physical therapy for Waterbury Public School District students ages 3-22 with occupational and physical therapy needs and other related services under the direction of School District personnel as directed by the students’ Individual Education Plans (IEPs) and 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:

- 1.1.1 Addendum #1 to City of Waterbury RFP No. 7611, dated April 4, 2023, consisting of 3 pages, attached hereto;
- 1.1.2 City of Waterbury RFP No. 7611, consisting of 14 pages (excluding Attachments A-C), attached hereto;
- 1.1.3 Consultant's Cost Proposal, consisting of 1 page, attached hereto;
- 1.1.4 Consultant's Response to RFP No. 7611, consisting of 33 pages (excluding Attachments B, C, E and F) attached hereto;
- 1.1.5 City Contract Compliance Documents, incorporated herein by reference;
- 1.1.6 Certificates of Insurance, incorporated herein by reference;
- 1.1.7 Licenses, incorporated herein by reference;
- 1.1.8 All applicable Federal, State, and local statutes, regulations charter and ordinances, incorporated herein by reference.

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

- 1.2.1 All applicable Federal, State, and local statutes, regulations charter and ordinances
- 1.2.2 Any Amendments to this Contract
- 1.2.3 This Contract
- 1.2.4 Addendum #1 to City of Waterbury RFP No. 7611
- 1.2.5 City of Waterbury RFP No. 7611
- 1.2.6 Consultant's Cost Proposal
- 1.2.7 The Consultant's Response to RFP No. 7611

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

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

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

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

2.3. Activities, Work, and Services Performed in Department of Education Facilities, on School Grounds, at Student Sporting Events, and/or where City Students Present. For all activities in school facilities and/or Department of Education facilities, the Contractor shall first be required to coordinate all on-site visits and activities with the appropriate Department/personnel in Education, or the designated person and shall obtain any necessary clearance, ID badges, etc.

2.4. Criminal Background Check and DCF Registry Check. The Consultant shall ensure, and represents to the City, that any employee who will be on school grounds/Department of Education Property/at Department of Education events and/or where City students are present, that will or may have direct contact with a student pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The Consultant shall further ensure, and represents to the City that any person who will have direct contact with a student has submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The Consultant shall not permit any person with a disqualifying criminal history to have direct contact with a student.

2.5. Activities, Work, and Services Performed on other City Property (Non-Education facilities). For all activities involving non-Board of Education facilities and/or buildings, Consultant shall first be required to coordinate all on-site visits and activities with the appropriate City Department or its designee.

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

of the State of Connecticut Board of Education and those of the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc.

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

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

3. 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. Each Access Occupational and Physical Therapist shall provide timely and complete reports as requested by the City and/or District staff and provide District Medicaid documentation in a form and manner acceptable to the District which is in compliance with the State of Connecticut Department of Social Services regulations and other relevant law. Additionally, each Access Occupational and Physical Therapist shall provide timely, daily if possible 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) any and all additional useful and/or relevant information. Each report shall be signed by each Occupational and Physical Therapist or Access authorized signatory.

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

4. 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 commencing July 1, 2023, and terminating June 30, 2026.

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

6. Compensation. The City shall compensate the 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 **THREE MILLION ONE HUNDRED NINETY-FIVE THOUSAND ONE HUNDRED SIXTY-FIVE DOLLARS AND SEVENTY-FIVE CENTS (\$3,195,165.75)** for the entire term of this Agreement, and shall be in accordance with Consultant's Cost Proposal and as set forth below:

6.1.1. July 1, 2023 – June 30, 2024

An amount not to exceed..... \$1,044,004.50

Based on the hourly rate of..... \$86.46 per hour

6.1.2. July 1, 2024 – June 30, 2025

An amount not to exceed..... \$1,064,894.25

Based on the hourly rate of..... \$88.19 per hour

6.1.3. July 1, 2025 – June 30, 2026

An amount not to exceed..... \$1,086,267.00

Based on the hourly rate of..... \$89.96 per hour

Total Amount Not to Exceed..... \$3,195,165.75

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. 7611** shall be solely borne by the Consultant and are not included in the compensation to be paid by the City to the Consultant under this Contract or any other Contract.

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

6.6. Liens. Neither the final payment nor any part of the retained percentage, if any, shall become due until the Consultant, if requested by the City, shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, if required, in either case, an affidavit that so far as the Consultant has

knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but the Consultant may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City, to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the Consultant shall refund to the City all moneys that the City may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

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

8. Indemnification.

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

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

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

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

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

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

9. Consultant's Insurance.

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

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

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

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

9.4.1 General Liability Insurance:

\$1,000,000.00 per occurrence

\$2,000,000.00 aggregate

\$2,000,000.00 Products and completed operations aggregate

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

9.4.2 Automobile Liability Insurance:

\$1,000,000.00 combined single limit (CSL)

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

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

Employers' Liability:

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

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

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

9.4.4 Excess/Umbrella Liability:

\$1,000,000.00 each occurrence

\$1,000,000.00 aggregate

9.4.5 Professional Liability/E&O:

\$1,000,000.00 each Wrongful Act

\$1,000,000.00 aggregate

9.4.6 Abuse/Molestation Liability:

\$1,000,000.00 each Occurrence

\$1,000,000.00 aggregate

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

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

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

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

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

10.1. Permits, Laws, 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, gender identity or expression, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

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

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

12. Intentionally Omitted.

13. Termination.

13.1. Termination of Contract for Cause. If, through any cause, in part or in full, the fault of the Consultant, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination.

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

13.1.2 Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by the Consultant, and the City may withhold any payments to the

Consultant for the purpose of setoff until such time as the exact amount of damages due the City from the Consultant is determined.

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

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

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

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

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

13.4. Rights Upon Cancellation or Termination.

13.4.1 Termination for Cause. In the event the City terminates this Contract for cause, the Consultant shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the documents, data, studies, reports, specifications,

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

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

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

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

13.4.5 Delivery of Documents. In the event of termination of this Contract, (i) the Consultant shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans,

specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and (ii) the City shall pay the Consultant for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

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

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

15.1. Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions;

15.2. war, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest, riots, pandemics or epidemics;

15.3. acts of governmental authorities such as expropriation, condemnation, changes of law and order or regulations, proclamation, ordinance, or other governmental requirement;

15.4. strikes and labor disputes; and

15.5. certain accidents including but not limited to hazardous, toxic, radioactive or nuclear contamination spills, contamination, combustion or explosion, which prevent a Party from fulfilling their obligations or otherwise render performance under the Contract impossible.

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

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

work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.

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

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

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

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

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

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

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

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

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

25. Contract Change Orders.

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

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

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

25.1.3 the Final Completion Date has not been changed.

25.2. Notwithstanding the foregoing subsection 25.1, a Change Order shall not include:

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

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

25.3. That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed, and if agreed to, approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both the Consultant, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Consultant's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract. Any contract change NOT fully complying with this Section 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. 7611** and **(ii)** the Consultant's proposal responding to the aforementioned **RFP No. 7611**.

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

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

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

28. Binding Agreement. The City and the Consultant each bind themselves, and their successors, assigns and legal representatives to the other party to this Contract and to the

successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.

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

30. Governing Law and Choice of Forum. This Contract shall be construed in accordance with the terms and conditions set forth in this Agreement and the law of the State of Connecticut without regard to choice or conflict of laws principals that would cause the application of any other laws. Any dispute or controversy arising out of or relating to this Contract or otherwise shall be determined by a court of competent jurisdiction in Waterbury, Connecticut (or the Federal Court otherwise having territorial jurisdiction over such City and subject matter jurisdiction over the dispute), and not elsewhere.

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: Access Rehab Centers, LLC
22 Tomkins Street
Waterbury, Connecticut 06708

City: The City of Waterbury
Attn: Department of Education
236 Grand Street
Waterbury, CT 06702

With a copy to: Office of the Corporation Counsel
City Hall Building
235 Grand Street, 3rd Floor
Waterbury, CT 06702

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

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

32.1. It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a

Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

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

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

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

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

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

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

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

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

32.10. The Consultant hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: <https://www.waterburyct.org/services/city-clerk/code-of-ordinances> [click link titled "Code of Ordinances (Rev. 12/31/19)". For Chapter 38, click on "Title III: Administration", then click on "Chapter 38: Centralized Procurement System". For Chapter 39, click on "Title III: Administration", then click on "Chapter 39: Ethics And Conflicts of Interest"]

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

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

the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

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

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

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

(Signature page follows)

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

WITNESSES:

CITY OF WATERBURY

Sign: _____
Print name: _____

By: _____
Neil M. O'Leary, Mayor

Sign: _____
Print name: _____

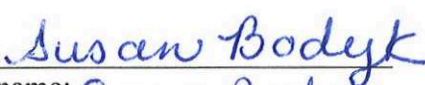
Date: _____

WITNESSES:

ACCESS REHAB CENTERS, LLC, LLC

Sign: 
Print name: Dana Guerrero

By: 

Sign: 
Print name: Susan Bodyk

Date: June 2, 2023

ATTACHMENT A

- 1.** Addendum #1 to City of Waterbury RFP No. 7611, dated April 4, 2023, consisting of 3 pages, attached hereto;
- 2.** City of Waterbury RFP No. 7611, consisting of 14 pages (excluding Attachments A-C), attached hereto;
- 3.** Consultant's Cost Proposal, consisting of 1 page, attached hereto;
- 4.** Consultant's Response to RFP No. 7611, consisting of 33 pages (excluding Attachments B, C, E and F) attached hereto;
- 5.** City Contract Compliance Documents, incorporated herein by reference;
- 6.** Certificates of Insurance, incorporated herein by reference;
- 7.** Licenses, incorporated herein by reference;
- 8.** All applicable Federal, State, and local statutes, regulations charter and ordinances, incorporated herein by reference.



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

ADDENDUM #1

April 4, 2023

RFP 7611 Occupational and Physical Therapy Services

Please refer to the questions and answers below.

Question: Do you require only one copy of the cost proposal in a separate sealed envelope or would you like one original and four paper copies?

Answer: Yes. We will need one original copy and the four copies. Each document must include a cost proposal.

Question: Would you like a separate file on the USB drive to contain the pricing information electronically?

Answer: Yes.

Question: Are you currently working with any agencies providing OT/PT services to your District?

Answer: Yes.

Question: Who are your current vendors and what prices do they charge?

Answer: ACCESS is the only vendor. The current hourly rate for OT/PT \$82.90.

Question: Have these vendors been able to meet all of your OT/PT needs?

Answer: Yes. The vendor has been meeting district needs.

Question: Do you require that clinicians resumes and/or licensure be submitted with the proposal?

Answer: Yes. As an attachment per the outline of the RFP proposal.

Question: How many hours are in a typical school day (i.e. how many hours are therapists allowed to be on-site and billing)?

Answer: A regular school day is dependent upon grade level:

- Elementary: 6.25 hours
- Middle School: 6.5 hours
- High School: 6.5 hours

Staff will be required to work up to 7.5 hours.

Question: How many work days are they assigned for the school year?

Answer: Occupational and physical therapist will work up to 181 school days and summer days could be an option.

Question: Do you anticipate awarding to one or multiple vendors? If multiple, how many?

Answer: Possibly. Up to 2.

Question: If multiple vendors, how will you utilize and notify awarded vendors for your staffing needs? (Ranked order, broadcast to all awarded vendors, or use of preferred vendors).

Answer: We will notify the awarded vendors via an email and publish a notification of the awarded via our procurement site.

Question: Will assigned clinicians have access to therapy materials, supplies, equipment, evaluation kits, and protocols provided by your schools?

Answer: Therapist can utilize any materials provided by the district, however, we do not provide evaluation equipment.

Question: Will assigned clinicians have access to computers/ laptops and printers provided by your schools?

Answer: Yes.

Question: Is the contracting agency able to bill for both direct and indirect treatment time (paperwork, meeting, teacher consultations, etc.)?

Answer: Yes. Per the contracting agency's rules and responsibilities to provide both indirect, direct treatment, and paperwork. It is included in their required 7.5 hours per school day.

Question: Will the district accept services delivered via Teletherapy only?

Answer: No, we do not accept services via Teletherapy

Question: How many FTE OTRs do you currently utilize to staff the district?

Answer: We currently utilize 3 – Full-time and 10 – Part-time FTE OTRs.

Question: How many FTE PTs do you currently utilize to staff the district?

Answer: 2 – Full-time and 2 – Part-time

Question: Would you accept COTAs and PTAs as part of the staffing plan?

Answer: We have the option to utilize COTAs.

Question: Who are the current vendors? What is the current hourly rate for OT/PT?

Answer: ACCESS is the only vendor. The current hour rate for OT/PT \$82.90.

Question: For the hourly rates, do you accept a rate range? Do you need a fixed or flat rate?

Answer: Per the RFP it is preferred to have a fix rate.

Thank you.

Maureen McCauley

Assistant Director of Purchasing – City of Waterbury

REQUEST FOR PROPOSAL
BY
THE CITY OF WATERBURY
DEPARTMENT of EDUCATION
Occupational and Physical Therapy Services
RFP# 7611

The City of Waterbury, Department of Education (hereinafter "City"), is seeking a vendor, proposer or contractor to provide:

Up to 12,075 hours of occupational and/or physical therapy each year to the Waterbury School District to students ages 3-22 with occupational and physical therapy needs and other related work under the direction of District personnel for a three-year period commencing on or about July 1, 2023 through June 30, 2026.

A. Background and Intent

The purpose of this request for proposal is to obtain hourly cost proposals for the next three years from reliable, licensed, professional proposers to provide occupational and/or physical therapy, testing and related services as needed by the Waterbury School District for students with disabilities at a competitive hourly rate.

B. Qualifications

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

1. Experience and expertise in regards to providing the types of or similar services as those outlined in the Scope of Services in this RFP to students ages 3-22.
2. A proven track record in providing these types of or similar services for similar school districts upon request and in a timely fashion within budget to the school district's satisfaction. Please provide the names, addresses, contact person and phone number for all of the school contracts the proposer has had over the last five (5) years. The City reserves the right to contact any of these school districts for a reference.
3. Staff knowledge of federal and state laws and regulations governing the services outlined in the scope of services and expertise in all related aspects of the provision of occupational and/or physical therapy including but not limited to early interventions, therapy, evaluations, assessments, staff training and collaboration, development, revision and implementation of all relevant aspects of students' individual education plans, reports, electronic Individualized Education Program (IEP) and data collection systems.
4. Ability to provide experienced, Connecticut (CT) licensed and qualified occupational therapists and physical therapists to the District upon request without

delay to fill immediate and changing needs of the District in both in school and in home settings.

5. Ability to provide occupational therapists and physical therapists who have undergraduate degrees, and/or master's/doctorate degree(s) in occupational therapy and/or physical therapy from an accredited post-secondary institution, CT Health Department certification and CT State Department of Education certification as required by law.
6. The occupational therapists and physical therapists provided have experience working with children ages 3-22 in the fields of occupational and physical therapy.
7. The proposer must provide evidence of sufficient staff to meet the District's needs. The proposer must submit a list of the proposed staff's level of training in the school setting and individual experience in the provision of occupational therapy and physical therapy services to students with disabilities. The Proposer will provide retention/turnover rates of staff. The Proposer must agree to allow the District to conduct personal interviews of all proposed staff and final staff selection for the proposal is subject to the District's approval.
8. Each occupational therapist and physical therapist provided must have expertise in the principles, methods and procedures used to determine the need for student services, design and implement individualized goals and objectives, conduct evaluations and screenings, assess and report on progress, observe, design and implement treatment plans, identify appropriate accommodations, assistive and communication devices, design and implement research based early intervention and treatment plans, identify teaching strategies for students with related academic and educational needs, train and instruct staff and provide any other related service as required by the District.
9. Each occupational therapist and physical therapist provided must follow City and District procedures, guidelines and other requirements as set forth by Waterbury District representatives, including qualification and exit procedures and obtain satisfactory criminal background checks, Department of Children and Families Registry checks, fingerprinting and drug screening.
10. OT/PT staff shall submit in a timely manner the appropriate documentation required for Medicaid billing purposes. The OT/PT staff will utilize the web-based platform used by the City for purposes of claims submissions to Medicaid (e.g., CT-SEDS, Compuclaim, Frontline). The OT/PT staff will complete service logs and monthly progress reports in such web-based applications for students. The OT/PT staff will not determine Medicaid eligibility of the student. Daily service logs and monthly progress reports will include date and times of services, names, disciplines, and licensing information of the individual providing the services; and shall be signed by the individual(s) who performed and/or supervised the service.

11. The proposer must provide a transparent electronic and fully accessible system for verifying hours worked by OT/PT staff and personnel staff will be able to work up to 7.5 hours per school day.
12. The proposer must share a pay rate schedule for half days, snow days, holidays, and professional training seminars attended by occupational therapists and physical therapists.
13. The successful responder/contractor shall comply with all provisions of IDEA funding as it pertains to this contract.

C. Scope of Services

1. The proposer agrees to provide up to 12,075 total hours each year of occupational therapy and physical therapy and related services to students, ages 3-22, and to the Waterbury School District for the number of hours, days or portions thereof as the District may need during the school year and during the summer. All hours billed must be for work performed during school hours on days the school is in session with the exception of homebound services.
2. Therapy and related services must be provided by CT licensed, certified and qualified occupational therapists and physical therapists without delay to fill the immediate and changing needs of the District both in school and in home settings. The District has the right to interview each therapist proposed and to determine if the person is appropriate to work with District students. The proposer will insure that all therapists working in the District have had satisfactory criminal background checks, drugs tests and dcf registry checks as required under law and will provide the District proof upon request.
3. The occupational therapists and physical therapists will work under the guidance or direction of District personnel and will comply with all District requests. They will be assigned student caseloads and other related responsibilities. They shall participate in planning and placement team meetings for individual students and provide other services at the District's request.
4. The occupational therapists and physical therapists provided by the Proposer will collaborate, train, assist, co-teach, provide professional development and consult with Waterbury staff when requested by the District.
5. The proposer will provide highly qualified therapists who utilize best practices and research-based interventions within the standards of the profession or as set forth by the District.
6. The proposer will supervise its therapists and monitor services provided and time billed by each and insure adherence to the terms of the contract. The proposer's therapists will provide services and maintain specific records as required by the District and in compliance with all relevant federal, state, local and district laws,

policies, procedures, regulations and ethical standards. The proposer shall provide reports to District administrative staff prior to public review.

7. Each occupational therapist and physical therapist shall provide timely and complete reports as requested by Waterbury staff and provide to the District Medicaid documentation in a form and manner acceptable to the District and which is in compliance with the State of Connecticut Department of Social Service regulations and other relevant law.
8. The proposer will submit prompt bills for services rendered no later than 30 days after the services were provided with supporting documentation as requested by the District. The proposer will monitor the hours of service to insure compliance with the terms and amount of the contract and will note the hours used and remaining under the contract on each bill submitted to the District. In addition, the proposer will provide a time record of services (i.e direct services, evaluations, report writing, medicaid documentation, etc.) completed with each invoice.
9. The proposer will immediately provide substitutes for staff who are absent and provide in-service professional development and relevant occupational therapy and physical therapy materials to Waterbury staff and parents when requested by the District.

D. Agreement Period

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be July 1, 2023 through June 30, 2026.

E. Insurance

The respondent shall provide insurance as set for in **Attachment D** provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial category as shown in the most current A.M. Best Company ratings.

F. 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 complete and sign the items and any forms included in Attachment A. (Contract Compliance Packet).
3. All questions and communications about this request for Proposal and submission requirements must be directed to the City of Waterbury ProcureWare

website and must be received **by 2:00 PM on March 30, 2023**. Prospective proposers must limit their contact regarding this RFP to the Purchasing Director or such other person otherwise designated by the Purchasing Director. Responses to questions submitted by the above date or identified at any Information Session to be held in regard to this RFP, **along with any changes or amendments to this RFP**, will be available via the City of Waterbury ProcureWare website **by April 4, 2023, 2:00 PM**. It shall be the responsibility of the proposer to download this information. If you have any procedural questions in this regard, please call the Purchasing Director at (203) 574-6748.

G. Management

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

H. Conditions

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

1. All proposals in response to this RFP are to be the sole property of the City. Proposers are encouraged **not** to include in their proposals any information which is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.
2. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the City.
3. The timing and sequence of events resulting from this RFP will ultimately be determined by the City.
4. The proposer agrees that the proposal will remain valid for a period of 120 days after the closing date for the submission and may be extended beyond that time by mutual agreement.
5. The City may amend the terms or cancel this RFP any time prior to the execution of a contract or purchase order for these services if the City deems it to be necessary, appropriate or otherwise in the best interests of the City. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered. At his option, the City's Director of Purchasing may provide all proposers with a limited opportunity to remedy any technical deficiencies identified by the City in their initial review of proposals.
6. The proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel from the proposal during the course of the

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

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

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

I. Proposal Requirements & Required Format

One original (1) and four (4) paper copies of the proposal, as well as a copy of the original proposal in pdf format on a CD or flash drive, must be received at the following address no later than **11:30 AM on April 12, 2023**. **Proposals received after that time shall not be considered.**

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

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

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

1. **Proposer Information:** Please provide the following information:
 - a. Firm Name
 - b. Permanent main office address
 - c. Date firm organized.
 - d. Legal Form of ownership. If a corporation, indicate where incorporated.

- e. How many years have you been engaged in services you provide under your present name?
- f. Names, titles, reporting relationships, and background and experience of the principal members of your organization, including officers.

2. Experience, Expertise and Capabilities

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

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

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

3. Statement of Qualifications and Work Plan

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

- 4. Cost Schedule. Proposals shall include a single price for the three-year term of work to be performed in accordance with this RFP, inclusive of all personnel and non-personnel expenses. This price should encompass the entire Scope of Services in this RFP. The City reserves the right to negotiate costs, scope of

services, and key personnel based on provider proposals. In order for the City to evaluate the proposed cost, proposers must include for each element in the Work Plan outlined in Section I.3.b. above, the staff, hours, hourly rates and the total cost. Include details generally associated with non-personnel costs as an additional cost section.

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

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

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

Please respond to the following questions:

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

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

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

J. Evaluation of Proposals; Selection Process

1. Evaluation Criteria

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

- a. Proposed statement of work. Emphasis will be on grasp of the issues involved, soundness of approach and the quality of the overall proposal.
- b. Proposed cost schedule.
- c. Experience, expertise, and capabilities of the proposer. Background, qualifications, and previous experience of personnel to be assigned to the project and their demonstrated competence, experience and expertise in the type of work to be performed. The type of experience, expertise, capabilities, and qualifications desired are outlined in Section B. - Qualifications of this RFP. The City may contact one or more of the organization references listed in Section I.2.b. of this RFP as part of assessing the experience, expertise and capabilities of the proposers or those selected as the finalist(s).
- d. Time, Project and Cost Schedule. Emphasis will be on the proposer's record with completing tasks and producing the necessary products within required time frames and within budget.

2. Selection Process

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

K. 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.

L. Federal, State and Local Employment Requirements

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

M. 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.

N. State DAS Requirements for Construction Projects

If applicable, Proposers shall submit with their Proposals their DAS Contractor Prequalification Certificate along with a current Updated Bid/Proposal Statement. In addition, any named Subcontractor whose subcontract value is equal to or greater than \$500,000 shall hold a current DAS Contractor Prequalification Certificate in the closest applicable Classification of the work that the Subcontractor will complete in the contract. The proposer must submit with their proposal, all applicable Subcontractor DAS Prequalification certificates. Any Proposal submitted without a copy of the DAS Prequalification Certificate and an Updated Bid/Proposal Statement for the proposal and DAS Prequalification Certificates for Subcontractors whose subcontract value is equal to or greater than \$500,000 shall be invalid.

The Successful Proposer and each of its Subcontractors having subcontracts in value equal to or greater than \$500,000 shall maintain and keep current their respective DAS Contractor Prequalification Certificates at all times during the term of the Contract and any warranty period set forth in the Contract Documents.

O. Bid Bond – NOT APPLICABLE

Each Proposal submitted shall be accompanied by a Proposal Security (a Certified Check or Bid Bond) in the amount of **ten (10) percent** of the Total Proposal Price.

P. Performance/Payment Bonds – NOT APPLICABLE

The Proposer to whom a contract is offered, must furnish to the City, if that contract has a total cost greater than \$50,000.00, a 100 percent Performance Bond with a surety, and in a form, acceptable to the City. In the City's sole discretion, it may also require a 100 percent Payment Bond and/or other additional security with a surety, and in a form, acceptable to the City.

Five (5) Attachment A Documents

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

One (1) Attachment B Document

- SAMPLE CONTRACT

One (1) Attachment C Document

- ADDENDUM/CERTIFICATION/NOTICE OF ACCEPTANCE

One (1) Attachment D Document

- INSURANCE REQUIREMENTS

Attachment D

Insurance Requirements

Contractor/Vendor shall agree to maintain in force at all times during the contract the following policies and minimum limits and shall name all entities, individuals, etc., identified below as an Additional Insured on a primary and non-contributory basis to all policies, except to those policies expressly excluded below. Additionally, all policies, with the exception of those expressly identified otherwise, shall also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A"VIII.

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

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

General Liability: \$1,000,000 each Occurrence
 \$2,000,000 General Aggregate
 \$2,000,000 Products/ Completed Operations Aggregate

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

Workers Compensation: WC Statutory Limits
 Employer Liability (EL)
 \$1,000,000 EL each Accident
 \$1,000,000 EL Disease each Employee
 \$1,000,000 EL Disease Policy Limits

Excess/Umbrella Liability: \$1,000,000 each Occurrence
 \$1,000,000 Aggregate

Professional Liability/E&O: \$1,000,000 each Wrongful Act
 \$1,000,000 Aggregate

Abuse/Molestation Liability Insurance: \$1,000,000.00 each Occurrence
 \$1,000,000.00 aggregate coverage.

(Applicable to Contractors working directly with Youth/Minors)

Wording for Additional Insured Endorsement and Waiver of Subrogation:

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

Confidential Cost Proposal
RFP #7611

Access Rehab Centers proposes the following hourly rates for its services:

<u>Service</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Occupational and Physical Therapy Services	\$86.46	\$88.19	\$89.96
Hours	12,075	12,075	12,075
TOTAL COST	\$1,044,004.50	\$1,064,894.25	\$1,086,267.00

The salary rate includes:

- A Senior Clinician currently serving as onsite Access lead.
- All payroll taxes and benefits, including health insurance.
- Liability insurance and supplies required by the contract.
- Administrative overhead to cover the cost of managing service provision as well as of maintaining adequate staffing.
- Laptops/iPads/and additional supporting assistive technology used by clinicians.

Summer Staffing Rates: The payment rate for summer staffing will be the same as for the year previously completed.



Proposal to:

**The City of Waterbury
Department of Education**

for

Occupational and Physical Therapy Services

RFP #7611

Submitted by:



**22 Tompkins Street
Waterbury, CT 06708
April 11, 2023**

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Access is once again pleased to offer this proposal for the opportunity to continue providing OT-PT services to the Waterbury School Systems Commencing July 1st, 2023, through June 30th, 2026.

We are committed to keeping our services as cost effective to the City as possible, consistent with the services and added value we feel we offer, and this is reflected in our cost proposal.

Founded in 1998, Access Rehab Centers was formed by combining the long-standing therapy programs at Waterbury Hospital and at Easterseals of Greater Waterbury. The combination of these two therapy programs produced a “hybrid” company that continues to be extremely successful. Access Rehab Centers has enjoyed dramatic growth since its inception. The company’s commitment to quality has allowed for ongoing CARF accreditation, consistent growth in patient volumes, the expansion of the company into other therapy delivery models, as well as managing a hospital therapy delivery system.

Access Rehab Centers has garnered and maintained a reputation for producing high quality programs in a cost-efficient manner. **Over the course of the past 18 years of Contract service, our pricing has risen by less than 1% per year on average.** We regularly experience extremely low staff turnover as we strive to hire therapists who value doing quality therapy. Access Rehab Centers now provides staffing, management, and clinical leadership to therapy programs in an area school system, fourteen outpatient programs, inpatient services at Waterbury Hospital, and an extensive pediatric program which extends from the NICU unit through outpatient and school-based programs.

Our company has provided services for the Waterbury School District for many years. During this time, we have developed a substantial understanding of the needs of the district and its teachers. With our home offices based in Waterbury, our management team is dedicated to being highly responsive to Waterbury Schools to maintain a successful collaborative relationship.

We respectfully ask the Department of Education to consider the differentiating factors below which we feel strongly advance the choice of Access Rehab Centers for the District's OT-PT therapy provider.

- We are a Waterbury-based company able to understand and quickly respond to the needs of the City's School District.
- Access has provided, and will continue to provide, a very experienced and dedicated onsite Clinical Manager for our services, who also carries a full caseload.
- Access has always had a cohesive, low-turnover team: The majority of our OT-PT therapists have worked together for at least 15 years. Together with our on-site program manager the group acts as a team, providing more consistency and responsiveness than could be offered by a group of newly recruited individuals.
- Access Rehab Centers holds monthly school-based team meetings run by the Clinical Manager, further creating a cohesive and responsive group.
- Access employs a part-time Administrative Assistant solely dedicated to Waterbury School-based Services to ensure accurate and on-time billing and documentation.
- Access developed and uses a Quarterly Quality Indicator Report, which can be reviewed in-person with the Department, utilizing an underlying database that allows for tracking of emerging children's needs and services required.
- We have equipped a majority of our therapists with Apple iPads, in addition to their laptop computers.
- We have developed specialist skills in low and mid-level assistive technology, having put together low-tech kits, mid/high level evaluation capability with a dedicated laptop with AT software. We have received training in assistive technology from experts in the field.

- Sensory Room Expertise: Our company President and a number of our school system therapists have expertise in developing sensory rooms.
- Access has provided and will continue to provide additional “Added Value” services. *See the section entitled Added Value for a more complete listing of services we have provided.*
- Access OT/PT school therapists have attended multiple Continuing Education courses and Professional Staff Development Sessions in the last 3 years. *See a listing of courses attended on the following pages.*
- Further regarding Continuing Education Courses, therapists that attend a CE Course cross-train all other team members by presenting a summary of the course at their monthly school-based team meetings.

Therapist Courses taken over the last 3 years

Physical Therapists' Continuing Education/Professional Development Courses Completed for School Years 2021-2023

- Teletherapy for the School-Based Therapist
- Standers and Gait Trainers 101
- Assessing for Assistive Technology
- Enhancing Success in Seating & Wheeled Mobility for Individuals with Cortical Visual Impairment
- Understanding the Experiences of Families of Children Who Have Severe Cerebral Palsy
- Bringing the School Function Assessment to Life: Applying Sensorimotor Strategies in the Classroom
- Maximizing Children and Adolescents' Wheelchair Independence and Participation in Meaningful Activities Through Wheelchair Skills Training
- Evidence Based Physical Therapy Management of Idiopathic Toe Walking
- Are We Underserving the Pediatric Ankle? Supporting Development Through a Multi-System Approach
- The 3Cs to Being an A+ School Based Therapist Communication, Collaboration and Consultation
- Application of the ICF to the Provision of School-based Physical Therapy Services
- FERPA: Family Educational Rights and Privacy Act
- Application of the ICF to the Provision of School-based Physical Therapy Services
- OT and PT Support for Literacy in Schools
- Goal Attainment Scaling for Simple and Medically Complex Clients in the School Setting
- Expedition Excellence: A Quest for Quality in IEP Goal Writing
- School-Based Intervention for Children with Developmental Coordination Disorder or Suspected Developmental Coordination Disorder
- Meeting the Sensory Needs of Children with Autism Spectrum Disorder (ASD): A Primer for Therapy Professionals

- Five Strategies to Help Students with Autism in the Classroom IEP and IFSP 101: Everything You Need to Know - Planning to Implementation
- Reducing Hospital Readmissions for Patients with Pulmonary and Cardiac Issues
- Geriatric Functional Performance Measures
- Aquatic Interventions for the Upper Quadrant
- Documentation and Billing for Aquatic Therapy
- Introduction to Aquatic Therapy-Back to Basics

Occupational Therapists' Continuing Education/Professional Development
Courses Completed for School Years 2017-2020

- Effective Evidence-Based Rehab for Neurological Disorders
- Distinct Value in OT in Today's Schools
- From On Site to Online addressing Student Needs Through a Telehealth Service Delivery Model
- Considerations for a School Based OT/PT Conduction Teletherapy: A Response to COVID 19
- Working on An Inclusive Team
- 2 Day Self-regulation Certification Course: Neurological Interventions for Multisensory Integration, Emotional Regulation and Executive Functioning
- Fine Motor Skills Delay
- Pediatric ADHD
- Naturally Build Reflex Activities in the school day
- OT Knowledge Library
- Sensory Integration: Assessing and Treating Kids When Formal Testing Isn't Possible
- Self-Regulation in Children: Keeping the Body, Mind and Emotions in Task in Children with Autism, ADHD, or Sensory Disorders
- Sensory skills: Helping Parents to Support Sensory Development in their Children for Pediatric Feeding Success
- Practical Screening Strategies to Promote Independence for Students in the School Environment
- OT Strategies to get your students moving.

- The relationship between postural stability and fine motor skills
- Facilitating Self-Regulation in Children and Teens
- Mindfulness in the School Setting
- Sensory Approach to Education
- Handwriting Challenges in Pediatrics
- Working with Families and Individuals with Autism
- Communication with Families
- Safety Care Specialist in Behavior and Crisis Management
- Registered Behavior Technician training curriculum
- Strategies for Working with Students with Autism
- Retained Reflexes Impact on Education
- Learn it Today, Use it, Tomorrow! Practical Cutting-Edge Interventions for Improving Executive Function Skills in Students
- Vision 101 for the School Based Practitioner
- Helping Horrible Handwriting - Interventions to Improve Graphomotor Skills When Formal Programs Fall Short
- The Write Way - Foundation Skills for Handwriting, Understanding their Impact and Innovative and Engaging Ways to Improve Them
- How to Fix Common Handwriting Challenges in Pediatric Therapy
- Responsive Feeding: Together at the Table
- Telehealth: Information and Tips for Your Pediatric Therapy Toolbox
- Handwriting 4th grade and Beyond
- From Onsite to Online: Addressing students' needs through a telehealth service delivery model.
- OT in hospitals and inpatient care: responding to a pandemic.
- Considerations for school-based OTs and PTs conducting teletherapy: a response to covid 19
- #OTatHome

**“ADDED VALUE”
provided by Access Rehab Centers
to the Waterbury School District in the past 3 years**

- One therapist has a virtual student who is not able to handle google meets. She went to the store, purchased materials, wrote up a home program for the parent to do with the student and delivered the program and materials to the student's home.
- One therapist delivered paper, paint and brushes, scissors, dot to dot markers, crayons, puzzles, and stickers to student's homes during virtual learning.
- One therapist did a whole class scissors lesson in a kindergarten classroom when approached by the teacher re strategies to help students with cutting.
- Each therapist (OT and PT) is given a small stipend at the start of each school year to purchase supplies (i.e., scissors, crayons, paper, etc.)
- We added 7 new staff this year for the Waterbury schools (2 Speech Paths, 5 OTs and 2 PTs). Due to the large number of new staff, Access developed a mentor program so each new member of staff has an experienced mentor to guide them. The program has proven very successful!
- A speech therapist researched and found “translating” ear buds for a Spanish speaking student in a middle school.
- OT at Gilmartin is working with a teacher to make a sensory pathway in the hallway for students.
- OT and PT working with Wendell Cross staff to order appropriate equipment for ESC rooms.
- OT at Generali made shoe lacing kits for her students.
- OT and PT traveled to NEAT to look for equipment needed for students.
- OT worked with principal to order supplies for preschool.
- OT and PT created and outfitted a sensory room in their building.
- OT and PT at the preschool spent time researching and ordering seating options for optimal positioning during functional activities.
- Therapist ordered sensory supplies for Maloney.
- Therapist put together fine motor bins for ESC class at Carrington.

- Therapist set up ESC classroom at Reed and instructed staff on sensory strategies that would benefit all students in the classroom.
- Therapist at Bunker Hill sent home packets for OT activities for parents to do with students at home.
- Supervisor met with staff in mentor program. All staff feel mentor program was successful. Will continue with program next school year.
- Time spent doing equipment inventory/collection and “cleaning” and/or packing rooms.
- OT provided the teacher with classroom strategies beneficial to all the students in the classroom.
- OT supervisor attended CT SEDS training and brought information to Access staff.
- Access HR sent hundreds of postcards advertising for speech therapy openings resulting in hiring 2 additional speech therapists for the district.
- Therapist provided materials for fine motor kits for essential skills classroom.

Access Rehab Centers **fully meets and complies with the qualifications** outlined in the Waterbury School District RFP Section B:

1. We have experience and expertise in providing similar services. (see *Section 2b section on Relevant Experience*)
2. We have a proven track record in providing these types of services to similar school districts. (See *Attachment A for the school contracts we have serviced over the last 5 years.*)
3. We possess the required knowledge and experience with federal and state laws and regulations governing the services outlined in the scope of services and expertise in all related aspects of the provision of occupational therapy and physical therapy services.
4. We can and will provide experienced, Connecticut licensed and qualified occupational therapists and physical therapists to the district upon request without delay to fill immediate and changing needs of the district both in school and in home settings.
5. We can and will provide occupational therapists and physical therapists having undergraduate degrees and master's degrees in occupational therapy and physical therapy from an accredited post-secondary institution, CT Health department certification and CT State Department of Education certification as required by law.
6. The occupational therapists and physical therapists we will provide have experience working with children ages 3-22 in the fields of occupational and physical therapy.
7. As evidenced by the therapist resumes in Attachment B, our proposed therapists have training and experience in the school setting and individual

experience in the provision of occupational therapy and physical therapy services to students with disabilities.

Our retention rate for staff has traditionally been above 90% annually. Over the past several months the retention percentage was closer to 60% due to dramatic hiring shortages across the State of CT. These temporary vacancies were quickly filled and, currently, the OT/PT program is fully staffed. Access agrees the district may conduct personal interviews of all proposed staff and that final staff selection will be subject to the District's approval.

8. Therapists Access will provide have expertise in the principles, methods and procedures used to determine the need for student services, design and implement individualized goals and objectives, conduct evaluations and screenings, assess and report on progress, observe, design and implement treatment plans, identify appropriate accommodations and assistive and communication devices, design and implement research based early intervention and treatment plans, identify teaching strategies for students with related academic and educational needs, train and instruct staff and provide any other related service as required by the District.
9. Each occupational therapist and physical therapist provided will follow City and District procedures, guidelines and other requirements as set forth by Waterbury District representatives, including qualification and exit procedures and obtain satisfactory criminal background checks, Department of Children and Families Registry checks, fingerprinting and drug screening.
10. Each occupational therapist and physical therapist will provide timely and complete reports as requested by Waterbury staff and provide to the district Medicaid documentation in a form and manner acceptable to the district and which is in compliance with the State of Connecticut Department of Social Service regulations and other relevant law.

11. A transparent and fully accessible system for verifying work hours by OT/PT staff is currently in place.
12. Pay rate schedules can vary according to the employment status of the clinician. Per diem/Per Hour staff are paid for actual hours worked while full-time staff are paid a salary and would be paid the same regardless of whether it is a snow day, half day, holiday.

Access Rehab Centers will provide up to 12,075 hours of occupational and physical therapy services.

Acceptance of RFP Terms and Conditions

In accordance with Waterbury School District requirements, Access Rehab Centers has reviewed and will be prepared to sign, prior to the execution of a contract with the City, the items and forms included in the Contract Compliance Packet.

Access Rehab Centers accepts the City's standard agreement language.

Access Rehab Centers 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 preparation of this proposal.

As requested in RFP section B, Qualifications, please find a list of school contracts Access Rehab Centers has serviced in the last 5 years – see Attachment A.

Please note that Access Rehab Centers has provided OT/PT services to the Waterbury Public School system for the past 18 years. During that time the pricing for our services has risen by less than 1% per year on average.

Please see separate sealed envelope marked:

RFP #7611

Cost Proposal

Access Rehab Centers provides high quality, cost effective, services. There is a commitment to support the Waterbury School system and the children from our shared communities. The Company furthermore commits to the shared responsibility for addressing the diversity, equity and inclusion needs of any underserved populations.

Access Rehab Centers is a legal entity, duly organized in the State of CT in October 1998, valid and in good standing under the laws of Connecticut and is in full compliance with all federal and state obligations related to our organization. The Company is an LLC between Waterbury Hospital and Easterseals of Greater Waterbury.

Access Rehab Centers is accredited by the Commission on Accreditation of Rehab Facilities (CARF). This includes a self-imposed, stringent, on-site audit of all our outpatient programs. Our inpatient and VNA staffing programs meet or exceed the standards imposed by the Joint Commission on Accreditation of Healthcare Organizations.

Access Rehab Centers has yearly full accounting audits performed through an independent certified public accounting firm.

Our staff is highly experienced in the regulatory requirements for the provision of therapy services in multiple settings including school system services.

Our firm conducts a regular “Information Outcomes Measurement System” that includes rigorous outcomes studies for all areas of practice. Individual Quality Indicator reports are generated as requested by specific service contracts. These reports are tailored to the regulatory requirements of each entity, and they are provided on a regular basis.

Access Rehab Centers has provided Physical and Occupational Therapy Services in the Waterbury School System for the past eighteen years, as well as Speech and Language services for the past nine years.

Access Rehab Centers has grown in size and scope every year of its existence. We continue to provide staffing, management, and clinical leadership to therapy programs in several area school systems, inpatient services at Waterbury Hospital, Birth to Three services for the Greater Waterbury area, and an extensive pediatric program.

We continue to add or grow specialized services such as Pediatric Feeding, Women's Health, Shoulder/Hand therapy and treatment of Parkinson's and Multiple Sclerosis conditions, with more expansions underway.

Roberta Abell, Former Supervisor of Special Education
Waterbury Public School System
236 Grand Street
Waterbury, CT 06702
203-574-8017

Melissa Baldwin, Former Supervisor of Special Education
Waterbury Public School System
236 Grand Street
Waterbury, CT 06702
203-574-8017

Monica O'Neal, Former Supervisor of Special Education
Waterbury Public School System
236 Grand Street
Waterbury, CT 06702
203-574-8017

Access Rehab Centers is fully committed to supporting the Waterbury School District program. Our administrative staff is experienced in the provision of therapy services and in the recruiting, development, and maintenance of strong teams of clinicians supporting multiple settings.

The administrative team will be available to be reached on a 24-hour basis, seven days a week to assist as needed. This team includes, but is not limited to:

Brian P. Emerick, MBA, MSOT (President):

After internships in acute hospital, rehabilitation services and long-term care psych services, Mr. Emerick worked as staff therapist in a rehabilitation hospital. From this position Mr. Emerick obtained a position with a healthcare company that specialized in contracted therapy programs to state agencies. Mr. Emerick served as a consultant and program developer in numerous states and facilities including Delaware, Oregon, Florida, Pennsylvania, Kansas, Tennessee, Indiana, and Connecticut. These programs served developmentally delayed individuals ranging in age from childhood through late adulthood. Mr. Emerick has extensive experience in systems development, contractual services, and in the building of strong customer relationships. Mr. Emerick will serve as a primary administrative contact for Waterbury Schools.

Danielle Lucarelli, OTR/L (Program Manager, Waterbury School Contract):

Mrs. Lucarelli is currently the on-site manager for the Waterbury School Physical and Occupational Therapy Contract, while also carrying a full caseload. Mrs. Lucarelli received her BS in Occupational Therapy from University of New Hampshire and has worked primarily in school-based settings for 25+ years. Mrs. Lucarelli has held this supervisory role since 2020. She has overseen all aspects of Access Rehab school-based therapist services ensuring adherence to contract terms while holding monthly team meetings that provide professional development.

Nancy Renner, OTR/L (Previous Program Manager, Waterbury School Contract):

Ms. Renner has previously served as the on-site manager for the Waterbury School Physical and Occupational Therapy Contract, while also carrying a full caseload. Ms. Renner received her BS in Occupational Therapy from Quinnipiac University and has worked primarily in school-based settings for 30+ years. Ms. Renner has held supervisory roles since 1991. Ms. Renner continues to provide services on a part-time basis and remains available to consult and as a resource to the current Program Manager.

John J. Gevinski, M.D. (Medical Director for Access Rehab Centers for the past 24 years)

Dr. Gevinski is a specialist in physical medicine and rehabilitation. He has extensive experience working with therapists within a multi-disciplinary model and meets weekly with Access therapists for patient case rounds. Dr. Gevinski received training in adult and pediatric physical medicine at the Rusk Institute and the NYU Medical Center. He has additional training in internal medicine at the Yale Internal Medicine Program. Dr. Gevinski is a member of the Waterbury Hospital medical staff.

Access Rehab Centers currently provides an ongoing connection through an on-site lead Program Manager for Occupational and Physical therapists, as well as priority contact numbers for the clinical lead for pediatric services, the President, and the Business Planning Manager. Administrative staff continue to perform regular quarterly reviews and Quality Indicator Reports to ensure early detection of any problems or opportunities for improved services.

Our objective is always to have our employees function as if they were your employees. Our management process is designed to partner with you in the achieving of your facilities' goals. Our services include:

- **Staffing Resources and Management:** Access Rehab Centers' locally based administration is available to ensure quality and consistent staffing for all services contracted. In addition, should the Waterbury School system or its affiliated programs be interested in contracting Access Rehab Centers for therapy staffing beyond the scope of this agreement, we are available to recruit additional positions as needed.
- **Clinical and Staffing Adjustments:** Should specific requirements for clinical skill sets become evident in the future Access Rehab Centers will strive to recruit or develop the necessary skills sets required.
- **Clinical Education:** Full-time Access Rehab Centers' staff members each have a \$1,500 yearly continuing education budget to be used to maintain and grow their clinical expertise. In addition, Access Rehab Centers sponsors two continuing education courses each year. Our staff are encouraged to attend the sponsored courses.
- **Clinical staff:** will participate in all organization quality improvement programs as well as develop any additional quality improvement initiatives as requested by the school-based program.

Access Rehab Centers has a long history of successfully partnering with the Waterbury Public School District in the development and implementation of therapy programs. Our current program already has in place the majority of the staffing systems, IT infrastructure, staff training mechanisms and management oversight that will be needed.

Service Philosophy/Service Continuity:

Therapists assigned to this contract will serve to act essentially as employees of the Waterbury School System. They will be responsive to the needs of the School System and will provide services as assigned by the School System. In the event that a therapist, for whatever reason, should become unavailable to provide services for a period of time, Access Rehab Centers will strive to find a suitable replacement for that period of time where coverage, at the discretion of the School System, may be required. All efforts and means shall be aggressively pursued to find said replacement.

Staffing and Initiation of Services:

- A. Recruiting:** We currently have the requisite occupational and physical therapists needed in place in the District. Should additional staff be needed to fill this contract to meet Waterbury School system's exact needs, Access Rehab Centers would undertake major recruiting efforts to include extensive advertising, networking, meetings with current therapy providers, and additional recruiting events.
- B. Interviewing and Hiring:** The interview process would strive to be a cooperative effort between the Waterbury School systems and Access Rehab Centers Administration. Candidates would be screened by Access Rehab Centers and then presented for review by School System representatives.

- C. Training of Staff:** Contracted hours would begin at whatever point that the school system would deem appropriate. Staff would be made available prior to commencing routine work to ensure they are oriented and in-serviced in the job duties as well as the facility policies and procedures. Access Rehab Centers' administrative staff would be available, at no additional cost, to assist with the planning and coordination for the initiation of services and orientation of newly hired therapists. Whenever possible, orientation and training materials would be provided to newly hired therapists well in advance to maximize the training experience and minimize the time required for the training process.
- D. Orientation to Caseloads:** Staff will be made available, and Access Rehab Centers administrative staff will assist as needed, in ensuring that the process of orientation is as complete as necessary, but as brief as possible.
- E. Initiation of Services:** The therapists that will be assigned to this contract will be available to serve essentially as employees of the Waterbury School System. They will be responsive to the needs of the School System and will provide services as assigned by the School System. In the event that a therapist, for whatever reason, should become unavailable to provide services for a period of time, Access Rehab Centers will strive to find a suitable replacement for that period of time where coverage, at the discretion of the School System, may be required. All efforts and means shall be aggressively pursued to find said replacement.

1. Proposer Information

- a. Firm Name: Access Rehab Centers, LLC
- b. Address: 22 Tompkins Street, Waterbury, CT. 06708
- c. Date Form Organized: October 1998
- d. Form of Ownership: LLC
- e. Years Providing Services: 24 years
(See Management Team section for full Management Group)
- f. Access Rehab Centers President: Brian P. Emerick, MSOT, MBA
Access Rehab Centers Controller: Susan Bodyk, MBA
Access Rehab Centers Board Chair: Patricia Gentil Board Chair and
COO, Waterbury Hospital
Board Secretary: Kim Lumia

2a. Philosophy Statement and Business Focus

Access Rehab Centers is recognized for the high quality of care provided by therapy clinicians throughout all the areas of service provision provided by the company. Quality of care and customer service are the foundations of Access Rehab Centers' dramatic growth as a company. Access Rehab Centers specializes in meeting the needs of facilities that require Occupational Therapy, Physical Therapy or Speech Language Pathology services. The primary focus for the company has been management of programs, school-based staffing, inpatient hospital care, outpatient adult and pediatric services, and Birth to Three services. Future growth for the company will be focused on two primary markets: school-based contracting services and program management for large healthcare facilities. There is a commitment to support the Waterbury School system and the children from our shared communities. The Company furthermore commits to the shared responsibility of addressing the Diversity, Equity and Inclusion needs of any underserved populations.

2b. Summary of Relevant Experience

A summary of all projects that Access Rehab Centers has completed in the last 5 years – See Attachment A.

2c. Personnel Listing

Please see Attachment B for Personnel Listing and Resumes.

2d. Conflicts of Interest

Access Rehab Centers does provide outpatient pediatric services to patients throughout the Greater Waterbury area. Access Rehab Centers accepts almost all insurances and, as such, provides a relatively unique resource to the children of Waterbury. It is important that Access Rehab Centers continue to provide this outpatient support. Previous agreements with school systems, including the Waterbury School system, have allowed this provision to be met by the assurance that no therapist working for Access Rehab Centers would provide outpatient services to a child to whom they provide services in the school system. It is our belief that this arrangement meets the intent of the conflict-of-interest clause.

3a. Organizational Qualifications

Company:

Access Rehab Centers has provided therapy staffing to schools for many years. We have extensive experience in pediatric service provision throughout the entire spectrum of services including neonatal services, Birth to Three services, specialty clinics that provide pediatric feeding groups, pediatric aquatics, general outpatient pediatric services, and school-based services. We also have on staff a certified assistive technology specialist.

Please see Attachment D for a complete Organizational Chart.

Personnel:

All staff provided under this contract will have an undergraduate degree and master's degree in occupational or physical therapy from an accredited post-secondary institution, CT Health Department certification and CT State Department of Education certification. Preference will be given to those having Spanish bilingualism.

Each Occupational or Physical Therapist provided will have expertise in the principles, methods and procedures used to determine need for student services, design and implement individualized goals and objectives, conduct evaluations and screenings, assess and report on progress, observe, design and implement treatment plans, identify appropriate accommodations and assistive devices, design and implement research based early intervention and treatment plans, identify teaching strategies for students with related academic and educational needs, train and instruct staff and provide any other related service as required by the District.

All therapists that would be assigned would have at minimum, the prerequisite one-year minimum experience and will have worked previously in a pediatric or school setting. With Waterbury School system's full prior agreement only, highly qualified Clinical Fellows will also be considered under certain conditions, working under the supervision of Access licensed therapists.

Retention/turnover rate:

Our retention rate for staff has traditionally been above 90% annually. Over the past several months the retention percentage was closer to 60% due to dramatic hiring shortages across the State of CT. These temporary vacancies were quickly filled and, currently, the OT/PT program is fully staffed. Access agrees the District may conduct personal interviews of all proposed staff and that final staff selection will be subject to the District's approval.

3b. Work Plan/Service Delivery Model

Therapists assigned to this contract will work under the direct guidance or direction of district personnel. They will provide services to assigned caseloads and perform other responsibilities including but not limited to participation in PPT meetings and other activities to meet district requests or responsibilities. They will collaborate, train, assist and consult with Waterbury staff as requested.

Therapists assigned to this contract will maintain appropriate records of work including but not limited to attendance, therapy, progress, IEP's, reports, evaluations, data, and daily time records. They will provide the Waterbury School District any documentation requested in an acceptable form and manner and in compliance with all relevant Federal laws including those laws relating to student records and confidentiality and special education, relevant Connecticut laws and regulations and City of Waterbury laws, procedures, and directives.

Service Delivery Model:

Billable services will be provided utilizing the follow models:

- Direct service delivery is hands-on time spent with the children. This includes individual as well as group therapy. Whenever possible, this would take place within the student's normal routine.
- Consultative service delivery includes an education professional seeking out a therapist with concerns or questions usually on a one-to-one basis. The therapist acts as a resource to be accessed by the teacher or the education team. This can include modeling behaviors, providing information for the development of IEPs, or information on specific therapeutic techniques/principles/methods of interaction.
- Indirect service delivery includes therapists providing recommendations as well as educating other professionals via in-services, reports, small group meetings, and meetings on a one-to-one basis.
 - * PPTs and reports could be considered to be indirect or consultative depending on the subject being discussed.
- Program management by a lead clinician.

3c. Services Expected of the City

The services that would be required from the Waterbury School System / City would include:

- Access to adequate space for the performance of any necessary evaluations, treatments, fabrication of adaptive equipment, and documentation.
- Access to relevant records or information necessary to provide the optimal level of services.
- Access to the students as agreed in the students' IEP.

4. Cost Schedule

Please see the 3-year Cost Schedule in a separate sealed envelope.

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

- a. To date, Access Rehab Centers has never failed to complete work awarded to it as part of an RFP awarded contract.
- b. Access Rehab has never defaulted on a contract.
- c. There is no pending litigation involving Access Rehab Centers.
- d. We have never had a contract terminated for cause.
- e. We have never been named in a lawsuit related to errors and omissions.
- f. We have never filed for protection under Federal Bankruptcy laws.
- g. We have never exceeded the amount of a contract we were awarded.
- h. There are no other factors or information that would affect Access Rehab's ability to provide the services sought by the City in its RFP.

6. Access Rehab Centers does not take exception to any requirement in the RFP.

7. Additional Information: We authorize the City to request us directly or of any persons, firms, or corporations to furnish any information requested by the City in verification of the recitals included in this RFP response.

Summary of Relevant Experience

A summary of all projects that Access Rehab Centers has completed in the last 5 years includes:

School-Based Services: Schools Access Rehab Centers has serviced over the past 5 years.

- **CREC TABS Division Hartford**, ATTN: Amy Karwan, 111 Charter Oak, Hartford, CT 06106. Service provided: Speech and Language Pathology Services @ Prince Tech, Kaynor Tech, Goodwin, E.C. Vinal Tech. Contract periods includes:
 - o 8/27/2018 – 6/30/2019. Contract was in place and has since expired. Services started on time and on budget. Gross amount of billing = \$61,032.13.
 - o 8/26/2019 – 2/18/2020. Contract was in place and has since expired. Services were started on time and on budget. Gross amount of billing = \$28,938.19.
- **Ethel Walker School**, 230 Bushy Hill Road, Simsbury, CT 06070. Services Provided: Athletic Trainer. Contract period: 9/27/2021-10/1/2021. Contract was in place and has since expired. Services started on time and on budget. Gross amount of the contract/billing = \$2,250.
- **Naugatuck Public School**, ATT: Athletic Director, 543 Rubber Ave., Naugatuck, CT 06770. Service provided: Athletic Trainer. Contract periods include: 8/1/2017 – 6/14/2019. Contract was in place and has since expired. Services were started on time and in budget. Gross amount of the contract/billing =\$73,000.

- **Waterbury Public Schools**, 236 Grand Steet-2nd floor, Waterbury, CT 06706.
 - Services provided include OT/PT. Contract was in place and has since expired. Contract was for 7/1/2017-6/30/2020 broken down as follows: Year one (7/1/2017-6/30/2018) Gross amount = \$870,550, Year two (7/1/2018-6/30/2019) Gross amount = \$889,295, Year three (7/1/2019-6/30/2020) Gross amount = \$911,950. Total three years = \$2,671,795. Amount billed to WPS: \$2,516,369.37.
 - Services provided include SLP. Contract was in place and has since expired. Contract was for 7/1/2017-6/30/2020 broken down as follows: Year one (7/1/2017-6/30/2018) Gross amount = \$479,181, Year two (7/1/2018-6/30/2019) Gross amount = \$489,499, Year three (7/1/2019-6/30/2020) Gross amount = \$501,969. Total three years = \$1,470,649. Amount billed to WPS: \$1,609,510.88 due to the request for additional services.
 - Services provided include OT/PT. Contract was in place and has since expired. Contract was for 7/1/2020-6/30/2023 broken down as follows: Year one (7/1/2020-6/30/2021) Gross amount = \$979,041, Year two (7/1/2021-6/30/2022) Gross amount = \$1,001,017.50, Year three (7/1/2022-6/30/2023) Gross amount = \$1,023,477. Total three years = \$3,003,535.50. Contract remains active; amount billed 7/1/2020-3/31/2023 = \$2,506,492.82.
 - Services provided include SLP. Contract was in place and has since expired. Contract was for 7/1/2020-6/30/2023 broken down as follows: Year one (7/1/2020-6/30/2021) Gross amount = \$665,019, Year two (7/1/2021-6/30/2022) Gross amount = \$679,946, Year three (7/1/2022-6/30/2023) Gross amount = \$695,202. Total three years = \$2,040,167. Addendum changed 7/1/2022-6/30/2022 Gross Amount to \$709,955.80. Revised total = \$2,054,920.80. Contract remains active; amount billed 7/1/2020-3/31/2023 = \$1,705,077.97.

Early Intervention Based:

Creative Interventions, 15 School St., East Granby, CT 06026

- Services Provided: Birth to Three Based Physical Therapy
- Service Dates: 7/2013-1/2021
- Agreement in Place Currently: No
- Started on time and in budget as per agreement requirements: Yes

Hospital Based:

Waterbury Hospital, 64 Robbins Street, Waterbury, CT 06708

- Services Provided: Inpatient Hospital Physical and Occupational Therapy and Speech and Language Pathology Services
- Service Dates: 10/1998-Current
- Agreement in Place Currently: Yes
- Started on time and in budget as per agreement requirements: Yes

Home Care-Based:

All Point Home Care, 675 West Johnson Ave., Cheshire, CT 06410

- Services Provided: Home Care Physical and Occupational Therapy
- Service Dates: 6/2017-10/2018; 1/2020-4/2021
- Agreement in Place Currently: No
- Started on time and in budget as per agreement requirements: Yes

VNA Health at Home, 27 Siemon Company Drive, Suite 101, Watertown, CT 06795

- Services Provided: Home Care Physical and Occupational and Speech Therapy
- Service Dates: 2/2017-current
- Agreement in Place Currently: Yes
- Started on time and in budget as per agreement requirements: Yes

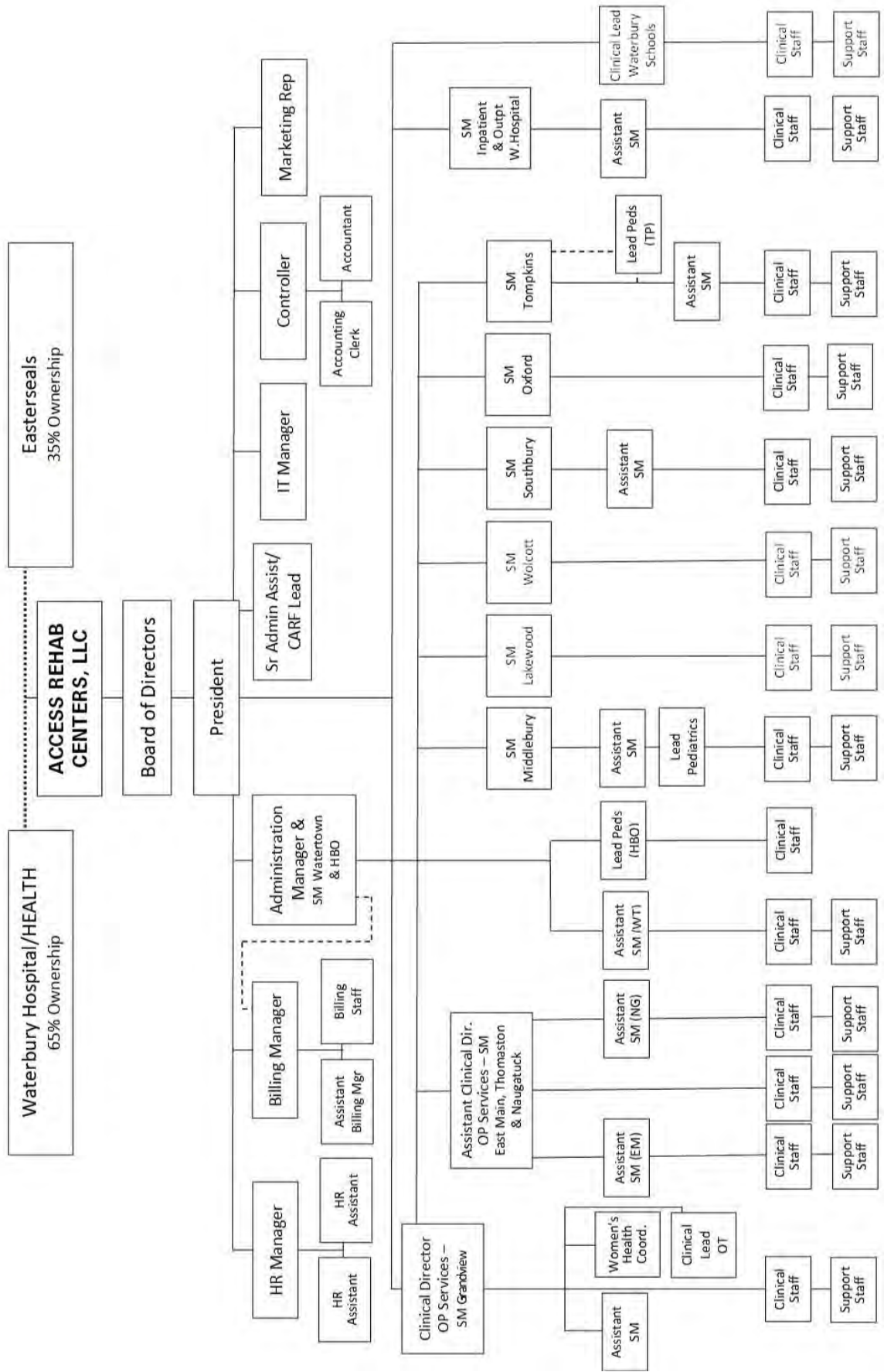
Management Contract:

Easterseals Rehab Center of Greater Waterbury, 22 Tompkins St., Waterbury, CT 06708

- Services Provided: Outpatient Physical, Occupational, and Speech Therapy Management for Easterseals Meriden, CT location.
- Service Dates: 7/2013-11/2021
- Agreement in Place Currently: No
- Started on time and in budget as per agreement requirements: Yes



Organizational Chart



LIMITED LIABILITY COMPANY RESOLUTION

I, **Patricia Gentil**, hereby certify that I am the duly authorized and elected Chairperson of **Access Rehab Centers**, a limited liability company organized and existing under the laws of the **State of Connecticut**, do hereby certify that the following facts are true and were taken from the records of said LLC.

The following resolution was adopted at a meeting of the LLC duly held on the **7th day of April, 2023**.

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

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

IN WITNESS WHEREOF, I hereunto set my hand and affix the company seal of said Access Rehab Centers, LLC this 2nd day of June, 2023.



Signature

Chairperson, Access

Title Rehab Centers, LLC

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #14.10

June 13, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve a Professional Services Agreement with Connecticut Behavioral Health, LLC, for a three-year period, for Registered Behavior Technician Services for students in accordance with their Individual Education Plan (IEP), subject to any non-substantive changes approved by the Corporation Counsel's office.

EXECUTIVE SUMMARY

DATE: June 7, 2023

To: Board of Education
Board of Alderman

FROM: Miguel Pabon, Director of Pupil Services

RE: Approval of Agreement between the City of Waterbury and Connecticut Behavioral Health, LLC for Registered Behavior Technician Services

The Special Education Department requests approval of the attached agreement between the City of Waterbury and Connecticut Behavioral Health, LLC, subject to any minor, non-substantive changes to be approved by the Office of the Corporation Counsel. This agreement is necessary in order to provide Registered Behavior Technician Services to identified students with disabilities, in accordance with their Individual Education Plan (IEP).

Connecticut Behavioral Health, LLC was awarded a three-year contract not to exceed \$7,302,280.00 for the entire term of the contract, and in accordance with the cost proposal and as set forth below:

For July 1, 2023- June 30, 2024, an amount not to exceed \$2,362,675.00, based on the hourly rate of \$40.25 per hour;

For July 1, 2024- June 30, 2025, an amount not to exceed \$2,433,115.00, based on the hourly rate of \$41.45 per hour;

For July 1, 2025 –June 30, 2026, an amount not to exceed \$2,506,490.00, based on the hourly rate of \$42.70 per hour;

The Special Education Department elected to issue a Request for Proposal #7609, for Registered Behavior Technician Services for up to 80 RBTs, to provide these services to students with disabilities. We received proposals from eight (8) vendors. The department formed a Selection Committee which included Miguel Pabon, Director of Pupil Services, Sharon Walsh, Assistant Director of Pupil Services, and Michelle Bibeau, Supervisor of Special Education. After reviewing the eight (8) vendor proposals, the top four (4) were selected for a follow-up interview. After careful review of all the proposals and information from the interviews, the Selection Committee recommended three (3) vendors to provide these services in Waterbury. Connecticut Behavioral Health, LLC was awarded the main part of the contract (up to 40 RBTs) and Stepping Stones Group, LLC, and Apex Educational Solutions were awarded up to 10 RBTs each. Connecticut Behavioral Health, LLC has worked with our district in the past and we have been satisfied with the services provided. This contract is paid with IDEA Grant funds. A tax clearance and all requisite city compliance documents have been or will be obtained.

PROFESSIONAL SERVICES AGREEMENT

RFP No. 7609

for

Registered Behavior Technician Services

between

The City of Waterbury, Connecticut

and

Connecticut Behavioral Health, LLC

THIS AGREEMENT (the "Agreement" or "Contract"), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (the "City"), located at City Hall, 235 Grand Street, Waterbury, Connecticut 06702 and Connecticut Behavioral Health, LLC (the "Consultant"), located at 673 South Main Street, Cheshire, Connecticut 06410, a State of Connecticut duly registered domestic limited liability company. (Jointly referred to as the "Parties" to this Agreement.)

WHEREAS, the Consultant submitted a proposal to the City responding to **RFP No. 7609** for Registered Behavior Technician Services; and

WHEREAS, the City selected the Consultant to perform services regarding **RFP No. 7609**; and

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

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

1.1. The Project consists of, and Consultant shall provide, up to 40 Registered Behavior Technicians (RBTs) certified by the Behavior Analyst Certification Board (BACB) for up to 58,700 hours per contract year to provide behavioral and related services to Waterbury Public School District students ages 3-22 with disabilities as directed by the students' Individual Education Plans (IEPs) and 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:

- 1.1.1 Addendum #1 to City of Waterbury RFP No. 7609, dated April 4, 2023, consisting of 3 pages, attached hereto;
- 1.1.2 City of Waterbury RFP No. 7609, consisting of 14 pages (excluding Attachments A-C), attached hereto;
- 1.1.3 Consultant's Revised Cost Proposal, consisting of 1 page, attached hereto;
- 1.1.4 Consultant's Response to RFP No. 7609, consisting of 11 pages (excluding staff resumes and City contract compliance documents), attached hereto;
- 1.1.5 City Contract Compliance Documents, incorporated herein by reference;
- 1.1.6 Certificates of Insurance, incorporated herein by reference;
- 1.1.7 Licenses, incorporated herein by reference;
- 1.1.8 All applicable Federal, State, and local statutes, regulations charter and ordinances, incorporated herein by reference.

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

- 1.2.1 All applicable Federal, State, and local statutes, regulations charter and ordinances
- 1.2.2 Any Amendments to this Contract
- 1.2.3 This Contract
- 1.2.4 Addendum #1 to City of Waterbury RFP No. 7609
- 1.2.5 City of Waterbury RFP No. 7609
- 1.2.6 Consultant's Revised Cost Proposal
- 1.2.7 The Consultant's Response to RFP No. 7609

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

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

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

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

2.3. Activities, Work, and Services Performed in Department of Education Facilities, on School Grounds, at Student Sporting Events, and/or where City Students Present. For all activities in school facilities and/or Department of Education facilities, the Contractor shall first be required to coordinate all on-site visits and activities with the appropriate Department/personnel in Education, or the designated person and shall obtain any necessary clearance, ID badges, etc.

2.4. Criminal Background Check and DCF Registry Check. The Consultant shall ensure, and represents to the City, that any employee who will be on school grounds/Department of Education Property/at Department of Education events and/or where City students are present, that will or may have direct contact with a student pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The Consultant shall further ensure, and represents to the City that any person who will have direct contact with a student has submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The Consultant shall not permit any person with a disqualifying criminal history to have direct contact with a student.

2.5. Activities, Work, and Services Performed on other City Property (Non-Education facilities). For all activities involving non-Board of Education facilities and/or buildings, Consultant shall first be required to coordinate all on-site visits and activities with the appropriate City Department or its designee.

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

of the State of Connecticut Board of Education and those of the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc.

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

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

3. 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. If applicable or requested by the City, the Consultant 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 Consultant and/or delivered by the Consultant during the time period covered by the report, **(iv)** expressed as a percentage of the total work and services required under this Contract, the percentage of the total work represented by the work and services described in subsection iii above, **(v)** expressed as a percentage of this Contract's Section 6 total compensation, the percentage of the total compensation represented by the work and services described in subsection iii above, **(vi)** the Consultant's declaration as to whether the entirety of the Consultant's work and services required in this Contract will be, or will not be, completed within the Contract's Section 6 total compensation amount, and **(vii)** any and

all additional useful and/or relevant information. Each report shall be signed by an authorized signatory.

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

4. 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 commencing July 1, 2023, and terminating June 30, 2026.

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

6. Compensation. The City shall compensate the 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 **SEVEN MILLION THREE HUNDRED TWO THOUSAND TWO HUNDRED EIGHTY DOLLARS (\$7,302,280.00)** for the entire term of this Agreement and shall be in accordance with Consultant's Revised Cost Proposal and as set forth below:

6.1.1. July 1, 2023 – June 30, 2024

An amount not to exceed..... \$2,362,675.00

Based on the hourly rate of..... \$40.25 per hour

6.1.2. July 1, 2024 – June 30, 2025

An amount not to exceed..... \$2,433,115.00

Based on the hourly rate of..... \$41.45 per hour

6.1.3. July 1, 2025 – June 30, 2026

An amount not to exceed..... \$2,506,490.00

Based on the hourly rate of..... \$42.70 per hour

Total Amount Not to Exceed..... \$7,302,280.00

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

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

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

6.4. Proposal Costs. All costs of the Consultant in preparing its proposal for **RFP No. 7609** shall be solely borne by the Consultant and are not included in the compensation to be paid by the City to the Consultant under this Contract or any other Contract.

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

6.6. Liens. Neither the final payment nor any part of the retained percentage, if any, shall become due until the Consultant, if requested by the City, shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, if required, in either case, an affidavit that so far as the Consultant has

knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but the Consultant may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City, to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the Consultant shall refund to the City all moneys that the City may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

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

8. Indemnification.

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

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

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

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

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

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

9. Consultant's Insurance.

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

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

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

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

9.4.1 General Liability Insurance:

\$1,000,000.00 per occurrence

\$2,000,000.00 aggregate

\$2,000,000.00 Products and completed operations aggregate

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

9.4.2 Automobile Liability Insurance:

\$1,000,000.00 combined single limit (CSL)

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

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

Employers' Liability:

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

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

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

9.4.4 Excess/Umbrella Liability:

\$1,000,000.00 each occurrence

\$1,000,000.00 aggregate

9.4.5 Professional Liability/E&O:

\$1,000,000.00 each Wrongful Act

\$1,000,000.00 aggregate

9.4.6 Abuse/Molestation Liability:

\$1,000,000.00 each Occurrence

\$1,000,000.00 aggregate

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

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

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

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

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

10.1. Permits, Laws, 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, gender identity or expression, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

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

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

12. Intentionally Omitted.

13. Termination.

13.1. Termination of Contract for Cause. If, through any cause, in part or in full, the fault of the Consultant, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination.

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

13.1.2 Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by the Consultant, and the City may withhold any payments to the

Consultant for the purpose of setoff until such time as the exact amount of damages due the City from the Consultant is determined.

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

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

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

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

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

13.4. Rights Upon Cancellation or Termination.

13.4.1 Termination for Cause. In the event the City terminates this Contract for cause, the Consultant shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the documents, data, studies, reports, specifications,

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

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

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

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

13.4.5 Delivery of Documents. In the event of termination of this Contract, (i) the Consultant shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans,

specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and **(ii)** the City shall pay the Consultant for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

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

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

15.1. Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions;

15.2. war, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest, riots, pandemics or epidemics;

15.3. acts of governmental authorities such as expropriation, condemnation, changes of law and order or regulations, proclamation, ordinance, or other governmental requirement;

15.4. strikes and labor disputes; and

15.5. certain accidents including but not limited to hazardous, toxic, radioactive or nuclear contamination spills, contamination, combustion or explosion, which prevent a Party from fulfilling their obligations or otherwise render performance under the Contract impossible.

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

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

work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.

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

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

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

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

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

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

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

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

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

25. Contract Change Orders.

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

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

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

25.1.3 the Final Completion Date has not been changed.

25.2. Notwithstanding the foregoing subsection 25.1, a Change Order shall not include:

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

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

25.3. That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed, and if agreed to, approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both the Consultant, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Consultant's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract. Any contract change NOT fully complying with this Section 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. 7609** and **(ii)** the Consultant's proposal responding to the aforementioned **RFP No. 7609**.

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 Law and Choice of Forum. This Contract shall be construed in accordance with the terms and conditions set forth in this Agreement and the law of the State of Connecticut without regard to choice or conflict of laws principals that would cause the application of any other laws. Any dispute or controversy arising out of or relating to this Contract or otherwise shall be determined by a court of competent jurisdiction in Waterbury, Connecticut (or the Federal Court otherwise having territorial jurisdiction over such City and subject matter jurisdiction over the dispute), and not elsewhere.

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: Connecticut Behavioral Health, LLC
673 South Main Street
Cheshire, Connecticut, 06410

City: The City of Waterbury
Attn: Department of Education
236 Grand Street
Waterbury, CT 06702

With a copy to: Office of the Corporation Counsel
City Hall Building
235 Grand Street, 3rd Floor
Waterbury, CT 06702

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

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

32.1. It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a

Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

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

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

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

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

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

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

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

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

32.10. The Consultant hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: <https://www.waterburyct.org/services/city-clerk/code-of-ordinances> [click link titled "Code of Ordinances (Rev. 12/31/19)". For Chapter 38, click on "Title III: Administration", then click on "Chapter 38: Centralized Procurement System". For Chapter 39, click on "Title III: Administration", then click on "Chapter 39: Ethics And Conflicts of Interest"]

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

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

the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

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

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

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

(Signature page follows)

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

WITNESSES:

CITY OF WATERBURY

Sign: _____
Print name: _____

By: _____
Neil M. O'Leary, Mayor

Sign: _____
Print name: _____

Date: _____

WITNESSES:

**CONNECTICUT BEHAVIORAL HEALTH,
LLC**

Sign: _____
Print name: _____

By: _____

Sign: _____
Print name: _____

Date: _____

ATTACHMENT A

- 1.** Addendum #1 to City of Waterbury RFP No. 7609, dated April 4, 2023, consisting of 3 pages, attached hereto;
- 2.** City of Waterbury RFP No. 7609, consisting of 14 pages (excluding Attachments A-C), attached hereto;
- 3.** Consultant's Revised Cost Proposal, consisting of 1 page, attached hereto;
- 4.** Consultant's Response to RFP No. 7609, consisting of 11 pages (excluding staff resumes and City contract compliance documents), attached hereto;
- 5.** City Contract Compliance Documents, incorporated herein by reference;
- 6.** Certificates of Insurance, incorporated herein by reference;
- 7.** Licenses, incorporated herein by reference;
- 8.** All applicable Federal, State, and local statutes, regulations charter and ordinances, incorporated herein by reference.



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

ADDENDUM #1

April 4, 2023

RFP 7609 Registered Behavior Technician Services

Please refer to the questions and answers below.

Question: Do you require only one copy of the cost proposal in a separate sealed envelope or would you like one original and four paper copies?

Answer: Yes. We will need one original copy and the four copies. Each document must include a cost proposal.

Question: Would you like a separate file on the USB drive to contain the pricing information electronically?

Answer: Yes.

Question: Are you currently working with any agencies providing RBT services to your District?

Answer: Yes.

Question: Who are your current vendors and what prices do they charge?

Answer: The current vendors are the following:

Stepping Stones (Previously EBS) - \$37.85

CT Behavioral Health (CBH) - \$38.10

Question: Have these vendors been able to meet all of your RBT needs?

Answer: Vendors have had difficulty providing the number of staff requested.

Question: Do you require that clinicians resume(s) and/or licensure be submitted with the proposal?

Answer: Yes. As an attachment per the outline of the RFP proposal.

Question: How many hours are in a typical school day (i.e. how many hours are therapists allowed to be on-site and billing)?

Answer: A regular school day is dependent upon grade level:

- Elementary/ 6.25 hours
 - Middle School/ 6.5 hours
 - High School/ 6.5 hours
- Staff will be required to work up to 7.5 hours.

Question: How many work days are they assigned for the school year?

Answer: It is 181 School days, 20 summer days, 5 full professional development days, 22 half day professional days.

Question: Do you anticipate awarding to one or multiple vendors? If multiple, how many?

Answer: Yes. Up to 4.

Question: If multiple vendors, how will you utilize and notify awarded vendors for your staffing needs? (Ranked order, broadcast to all awarded vendors, or use of preferred vendors).

Answer: We will notify the awarded vendors via an email and publish a notification of the awarded via our procurement site.

Question: Will assigned clinicians have access to therapy materials, supplies, equipment, evaluation kits, and protocols provided by your schools?

Answer: Therapist can utilize any materials provided by the district upon request.

Question: Will assigned clinicians have access to computers/ laptops and printers provided by your schools?

Answer: Yes.

Question: Is the contracting agency able to bill for both direct and indirect treatment time (paperwork, meeting, teacher consultations, etc.)?

Answer: Yes. Per the contracting agency's rules and responsibilities to provide both indirect, direct treatment, and paperwork. It is included in their required 7.5 hours per school day.

Question: Can you please publish the current contract for these services? / What is the current rate?

Answer: The sample contract is included in the RFP.

Question: Page 3, Section C. Scope of Services, #3 Could you clarify, is Waterbury asking the vendors to provide clinical oversight over the RBT's assigned or would the responsibilities stated fall under the roles of an Account Manager that a vendor would assign to a school to manage the attendance and training?

Answer: No. To confirm the vendor must provide clinical oversight via a BCBA for all supervision hours for RBT certification.

Question: How many RBTs is the district requiring?

Answer: The vendor can provide up to 80 RBTs to provide behavior and related services to students with disabilities, ages 3-22.

Question: Who is the current provider?

Answer: Current providers are as listed: Stepping Stones and CBH (CT Behavioral Health)

Question: Who would provide the RBT supervision - would it be the responsibility of the vendor or does Waterbury have BCBAs who would provide the supervision?

Answer: To confirm it would be the responsibility of the vendor to provide RBT supervision.

Question: What schools/programs would the RBTs be assigned to?

Answer: RBTs would be primarily assigned to the following programs; Waterbury Autism program (K-12), Bucks Hill Pre- K, and any other students who may qualify for RBT support according to their I.E.P (Individualized Education Plan) in the city of Waterbury.

Question: Page 8 - Section 2 - Experience, Expertise and Capabilities, letter c. Personnel Listing- Is the City requesting we include RBT candidates and resumes of RBTs we may assign, or is the City asking for resumes of the internal team we will assign to the project?

Answer: Provide resumes for RBT's and project manager, as well as relevant licensure.

Question: For the hourly rates, do you accept a rate range? Do you need a fixed or flat rate?

Answer: Per the RFP it is preferred to have a fix rate. However, in the event the contractor is unable to produce RBT's the contractor can on board BT's at a lower rate until certified and must be completed within three months.

Thank you.

Maureen McCauley

Assistant Director of Purchasing – City of Waterbury

REQUEST FOR PROPOSAL
BY
THE CITY OF WATERBURY
DEPARTMENT of EDUCATION
Registered Behavior Technician Services
RFP # 7609

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

Up to 80 Registered Behavior Technicians (RBTs), as needed by the Waterbury School District, currently certified by the Behavior Analyst Certification Board (BACB), who provide behavioral and related services to students with disabilities ages 3-22. The initial contract period is for three years commencing on or about July 1, 2023 through June 30, 2026.

A. Background and Intent

The purpose of this request for proposal is to obtain hourly cost proposals for the next three years from reliable, licensed, experienced, professional proposers to provide BACB certified Registered Behavior Technicians as needed by the Waterbury School District for students with disabilities. The City reserves the right to assign RBTs to students based on the student's need and the needs of the Waterbury School District. The selected vendor or vendors will be responsible for the provision of services as set forth in student Individual Education Plans (EPs) or as directed by the District.

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 types of or similar services as those outlined in the Scope of Services in this Request for Proposal to students with disabilities ages 3-22. The RBTs may work with one or more students based upon the students' individual education plans. Students are primarily located in Waterbury schools.
2. A proven track record in providing these types of or similar services for similar school districts upon request and in a timely fashion within budget to the school district's satisfaction. Please provide the names, addresses, contact persons and phone numbers for all of the school contracts the proposer has had over the last five (5) years. The City reserves the right to contact any of these school districts for a reference.
3. 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 are compliant with the RBT training and certification standards, set forth by the Behavior Analyst Certification Board (BACB), and all staff and RBT's are competent in providing the services outlined in the scope of services. The proposer agrees that all proposed RBTs are subject to the City's review of their qualifications. All RBTs are required to work 181 school days with students in accordance with Waterbury Public School Year Calendar for 7.5 hours each day, Monday through Friday.
5. Evidence of sufficient staff and a pool of experienced and certified RBTs are to be provided to the City upon request and without delay, to fill its immediate and changing needs. The proposer agrees that all proposed staff for the District are subject to the City's approval.
6. The RBTs provided experience in a school setting working with evidence-based behavior intervention techniques and strategies with students with disabilities ages 3-22 in compliance with the students' IEPs and District directives.
7. The proposer must submit a list of the proposed staff's level of training in the school setting and individual experience working with students with disabilities, their ages and their behavior issues. The proposer will also provide retention/turnover rates of RBTs.
8. The Proposer will ensure that assigned RBTs can demonstrate proficiency of any skill acquired through the RBT Training to serve the students to whom they are assigned. The proposer will provide the proof of proficiency to the City upon request.
9. The proposer will provide, if possible, RBTs trained in Cardiopulmonary Resuscitation (CPR), administration of medications and use of the Automated External Defibrillator (AED). All RBTs are required to attend 5 full day professional development days and will be required to work 7 hours on each of these designated days in accordance with Waterbury Public Schools Year Calendar.
10. Each RBT provided must follow City and School District policies, procedures, guidelines and other requirements as set forth by Waterbury School District representatives.
11. The proposer must obtain prior satisfactory criminal background checks, Department of Children and Families (DCF) Registry checks, fingerprinting and drug screening of each RBT candidate. In addition, each RBT shall complete the mandated reporter training on child abuse and neglect offered by the Connecticut DCF prior to placement in the District.
12. Each RBT shall provide timely and complete reports, data, or other documentation as requested by Waterbury staff.

13. The proposer will invoice the City monthly and provide backup documentation with the invoice.
14. The proposer must provide a transparent electronic and fully accessible system for verifying hours worked by RBT staff and personnel. This shall include access to review paid time off, sick time, holiday time, attendance, and lunch breaks.
15. The successful responder/contractor shall comply with all provisions of IDEA funding as it pertains to this contract.

C. Scope of Services

1. The proposer agrees to provide up to 80 RBTs to provide behavior and related services to students with disabilities, ages 3-22, for the number of hours, days or portions thereof as the City may need during the school year and during the summer program if applicable. All hours billed must be for work performed for the City during school hours on days the school is in session.
2. Behavior and related services must be provided by BACB certified and qualified RBTs without delay to fill the immediate and changing needs of the District. The proposer will ensure that all RBTs working in the Waterbury School District have had DCF mandated reporter training, satisfactory criminal background drugs tests and DCF registry checks as required under law and will provide the City proof upon request.
3. The RBTs will work under the supervision of the proposer who will designate a program manager that will be responsible for managing all RBTs and credentials with respect to the following: attendance; performance; training; supervision; professional ethics and conduct within the work environment; RBT certification; RBT certification tracking process; and ongoing regular communication and collaboration with designated Waterbury Public Schools staff
4. The RBTs will be assigned a student or students and other related responsibilities by City personnel. They may assist in implementing the student's IEP and behavior plans, follow the instructions of Waterbury staff and the BCBAs, compile data and information as directed and provide other related services at the District's request.
5. The RBTs may work with one or more students based upon the students' individual education plans. Students are primarily located in Waterbury schools. Work hours consist of the hours the students are in school.
6. RBTs will work 181 days with students at 7.5 hours per day, including professional development on half days. In addition, all RBTs are required to work full day professional development, in accordance with the Waterbury Public Schools District Calendar; and during the Extended School Year

Program for a total of 20 days, at 5.5 hours each day, Monday through Friday.

7. The proposer will supervise its registered behavior technicians and monitor services provided and time billed by each and insure adherence to the terms of the contract. The proposer's RBTs will 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.
8. RBT staff shall submit in a timely manner the appropriate documentation required for Medicaid billing purposes. The RBT staff will utilize the web-based platform used by the City for purposes of claims submissions to Medicaid (e.g., CT-SEDS, Compuclaim, Frontline). The RBT staff will complete service logs and monthly progress reports in such web-based applications for students. The RBT staff will not determine Medicaid eligibility of the student. Daily service logs and monthly progress reports will include date and times of services, names, disciplines, and licensing information of the individual providing the services; and shall be signed by the individual(s) who performed and/or supervised the service.
9. The proposer will submit prompt bills for services rendered no later than 30 days after the services were provided with supporting documentation as requested by the District. The proposer will monitor the hours of service to insure compliance with the terms and amount of the contract and will note the hours used and remaining under the contract on each bill submitted to the District.
10. All BCBAs are required to attend orientation upon hire to discuss Waterbury Public Schools District and School based policies and procedures.
11. The proposer will provide a work plan to provide substitutes in case of an absence of staff.

D. Agreement Period

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be July 1, 2023 through June 30, 2026.

E. Insurance

The respondent shall provide insurance as set for in **Attachment D** provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial category as shown in the most current A.M. Best Company ratings.

F. 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 complete and sign the items and any forms included in Attachment A. (Contract Compliance Packet).
3. All questions and communications about this request for Proposal and submission requirements must be directed to the City of Waterbury ProcureWare website and must be received **by 2:00 PM on March 30, 2023**. Prospective proposers must limit their contact regarding this RFP to the Purchasing Director or such other person otherwise designated by the Purchasing Director. Responses to questions submitted by the above date or identified at any Information Session to be held in regard to this RFP, **along with any changes or amendments to this RFP**, will be available via the City of Waterbury ProcureWare website **by April 4, 2023, 2:00 PM**. It shall be the responsibility of the proposer to download this information. If you have any procedural questions in this regard, please call the Purchasing Director at (203) 574-6748.

G. Management

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

H. Conditions

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

1. All proposals in response to this RFP are to be the sole property of the City. Proposers are encouraged **not** to include in their proposals any information which is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.
2. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the City.
3. The timing and sequence of events resulting from this RFP will ultimately be determined by the City.
4. The proposer agrees that the proposal will remain valid for a period of 120 days after the closing date for the submission and may be extended beyond that time by mutual agreement.

5. The City may amend the terms or cancel this RFP any time prior to the execution of a contract or purchase order for these services if the City deems it to be necessary, appropriate or otherwise in the best interests of the City. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered. At his option, the City's Director of Purchasing may provide all proposers with a limited opportunity to remedy any technical deficiencies identified by the City in their initial review of proposals.
6. The proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel from the proposal during the course of the agreement period must be approved by the City, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the City. At its discretion, the City may require the removal and replacement of any of the proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the City.
7. All subcontractors hired by the proposer awarded a contract or purchase order as a result of this RFP must have prior approval of the City prior to and during the agreement period.
8. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.
9. A proposer must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary by the City to satisfactorily meet the requirements set forth or implied in the proposal.
10. No additions or changes to the original proposal will be allowed after submittal, except as may be allowed by the City, at its option, in accordance with Section H.5. of this RFP. While changes are not permitted, clarification of proposals may be required by the City at the proposer's sole cost and expense. The final price and scope of services of any contract or purchase order resulting from this RFP may be negotiated with responsible proposers.
11. The proposer may be required to give presentations to the extent necessary to satisfy the City's requirements or needs. In some cases, proposers may have to give presentations or further explanation to any RFP selection committee established by the City.
12. The proposer represents and warrants that the proposal is not made in connection with any other proposer and is in all respects fair and without collusion or fraud. The proposer further represents and warrants that it did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent,

representative or employee of the City participated directly in the proposer's proposal preparation.

13. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the requested format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.
14. The proposer must accept the City's standard agreement language. See Attachment B.
15. Any contract or purchase order resulting from this RFP process will represent the entire agreement between the proposer and the City and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability for payment of services under the terms of the contract or purchase order until the successful proposer is notified that the contract or purchase order has been accepted and approved by the City. Any contract resulting from this RFP may be amended only by means of a written instrument signed by the proposer and signed by the Mayor.

I. Proposal Requirements & Required Format

One original (1) and four (4) paper copies of the proposal, as well as a copy of the original proposal in pdf format on a CD or flash drive, must be received at the following address no later than **11:30 AM on April 10, 2023. Proposals received after that time shall not be considered.**

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

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

corporation to furnish any information requested by the City of Waterbury in verification of the recitals included in its response to this RFP.

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

1. Proposer Information: Please provide the following information:

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

2. Experience, Expertise and Capabilities

- a. Philosophy Statement and Business Focus. A statement of the proposer's philosophy and approach in undertaking the services of the nature outlined in the RFP, as well as a description of its primary business focus.
- b. Summary of Relevant Experience. A listing of all projects that the proposer has completed within the last three (3) years must be provided, as well as all projects of a similar nature to those included in the Scope of Services in this RFP. The following information shall be provided for each organization listed under this subsection:
 - Organization name and the name, title, address and telephone number of a responsible contact person.
 - Nature of services provided and dates services started and actually completed. Please indicate, for each assignment, if it was completed within the original contract timeframe and budget. If not, please explain.
 - For each project done for a municipality or other government agency, please indicate the gross cost of the agreement.Additionally, please list any contracts or purchase orders in the last three (3) years between the proposer and any agency of the City of Waterbury.
- c. Personnel Listing. A complete listing of the staff identified in the work plan by job classification, along with their resumes. Each resume shall include the individual's qualifications and experience in the subject area.
- d. Conflict of Interest. Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest.

3. Statement of Qualifications and Work Plan

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

4. Cost Schedule. Proposals shall include a single price for work to be performed in accordance with this RFP, inclusive of all personnel and non-personnel expenses. This price should encompass the entire Scope of Services in this RFP. The City reserves the right to negotiate costs, scope of services, and key personnel based on provider proposals. In order for the City to evaluate the proposed cost, proposers must include for each element in the Work Plan outlined in Section I.3.b. above, the staff, hours, hourly rates and the total cost. Include details generally associated with non-personnel costs as an additional cost section.

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

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

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

Please respond to the following questions:

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

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

J. Evaluation of Proposals; Selection Process

1. Evaluation Criteria

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

- a. Proposed statement of work. Emphasis will be on grasp of the issues involved, soundness of approach and the quality of the overall proposal.
- b. Proposed cost schedule.
- c. Experience, expertise, and capabilities of the proposer. Background, qualifications, and previous experience of personnel to be assigned to the project and their demonstrated competence, experience and expertise in the type of work to be performed. The type of experience, expertise, capabilities, and qualifications desired are outlined in Section B. - Qualifications of this RFP. The City may contact one or more of the organization references listed in Section I.2.b. of this RFP as part of assessing the experience, expertise and capabilities of the proposers or those selected as the finalist(s).
- d. Time, Project and Cost Schedule. Emphasis will be on the proposer's record with completing tasks and producing the necessary products within required time frames and within budget.

2. Selection Process

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

K. 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.

L. Federal, State and Local Employment Requirements

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

M. 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.

N. State DAS Requirements for Construction Projects

If applicable, Proposers shall submit with their Proposals their DAS Contractor Prequalification Certificate along with a current Updated Bid/Proposal Statement. In addition, any named Subcontractor whose subcontract value is equal to or greater than \$500,000 shall hold a current DAS Contractor Prequalification Certificate in the closest applicable Classification of the work that the Subcontractor will complete in the contract.

The proposer must submit with their proposal, all applicable Subcontractor DAS Prequalification certificates. Any Proposal submitted without a copy of the DAS Prequalification Certificate and an Updated Bid/Proposal Statement for the proposal and DAS Prequalification Certificates for Subcontractors whose subcontract value is equal to or greater than \$500,000 shall be invalid.

The Successful Proposer and each of its Subcontractors having subcontracts in value equal to or greater than \$500,000 shall maintain and keep current their respective DAS Contractor Prequalification Certificates at all times during the term of the Contract and any warranty period set forth in the Contract Documents.

O. Bid Bond - NOT APPLICABLE

Each Proposal submitted shall be accompanied by a Proposal Security (a Certified Check or Bid Bond) in the amount of **ten (10) percent** of the Total Proposal Price.

P. Performance/Payment Bonds - NOT APPLICABLE

The Proposer to whom a contract is offered, must furnish to the City, if that contract has a total cost greater than \$50,000.00, a 100 percent Performance Bond with a surety, and in a form, acceptable to the City. In the City's sole discretion, it may also require a 100 percent Payment Bond and/or other additional security with a surety, and in a form, acceptable to the City.

Five (5) Attachment A Documents

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

One (1) Attachment B Document

- SAMPLE CONTRACT

One (1) Attachment C Document

- ADDENDUM/CERTIFICATION/NOTICE OF ACCEPTANCE

One (1) Attachment D Document

- INSURANCE REQUIREMENTS

Attachment D

Insurance Requirements

Contractor/Vendor shall agree to maintain in force at all times during the contract the following policies and minimum limits and shall name all entities, individuals, etc., identified below as an Additional Insured on a primary and non-contributory basis to all policies, except to those policies expressly excluded below. Additionally, all policies, with the exception of those expressly identified otherwise, shall also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A"VIII.

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

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

General Liability: \$1,000,000 each Occurrence
 \$2,000,000 General Aggregate
 \$2,000,000 Products/ Completed Operations Aggregate

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

Workers Compensation: WC Statutory Limits
 Employer Liability (EL)
 \$1,000,000 EL each Accident
 \$1,000,000 EL Disease each Employee
 \$1,000,000 EL Disease Policy Limits

Excess/Umbrella Liability: \$1,000,000 each Occurrence
 \$1,000,000 Aggregate

Professional Liability/E&O: \$1,000,000 each Wrongful Act
 \$1,000,000 Aggregate

Abuse/Molestation Liability Insurance: \$1,000,000.00 each Occurrence
 \$1,000,000.00 aggregate coverage.

(Applicable to Contractors working directly with Youth/Minors)

Wording for Additional Insured Endorsement and Waiver of Subrogation:

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



Connecticut Behavioral Health LLC
School Behavioral and Clinical Services

Registered Behavior Technician Services
Bid #7609

3 Year Cost Schedule-Revised

Updated Cost Schedule separates out hourly RBT compensation from hourly BT compensation and adjusts costs yearly based on a very conservative 3% cost of living adjustment. Cost of living adjustment will assist with staff retention year upon year.

RBT Hourly Cost:

Year 1: \$40.25

- 181 days x 7.5hrs = 1,357.50 hours/year x \$40.25/hour = **\$54,639.37** – Regular School Year;
- 20 days x 5.5hrs = 110hrs x \$40.25/hour = **\$4,427.50** – Extended School Year/Summer School
- **Total Cost Per RBT: \$54,639.37 + \$4,427.50 = \$59,066.87**

Year 2: \$41.45

- 181 days x 7.5hrs = 1,357.50 hours/year x \$41.45/hour = **\$56,268.37** – Regular School Year;
- 20 days x 5.5hrs = 110hrs x \$41.45/hour = **\$4,559.50** – Extended School Year/Summer School
- **Total Cost Per RBT: \$56,268.37 + \$4,559.50 = \$60,827.87**

Year 3: \$42.70

- 181 days x 7.5hrs = 1,357.50 hours/year x \$42.70/hour = **\$57,965.25** – Regular School Year;
- 20 days x 5.5hrs = 110hrs x \$42.70/hour = **\$4,697** – Extended School Year/Summer School
- **Total Cost Per RBT: \$57,965.25 + \$4,697 = \$62,662.25**

BT Hourly Cost:

Year 1: \$39.75

- 181 days x 7.5hrs = 1,357.50 hours/year x \$39.75/hour = **\$53,960.63** – Regular School Year;
- 20 days x 5.5hrs = 110hrs x \$39.75/hour = **\$4,372.50** – Extended School Year/Summer School
- **Total Cost Per BT: \$53,960.63 + \$4,372.50 = \$58,333.13**

Year 2: \$40.95

- 181 days x 7.5hrs = 1,357.50 hours/year x \$40.95/hour = **\$55,589.63** – Regular School Year;
- 20 days x 5.5hrs = 110hrs x \$40.95/hour = **\$4,504.50** – Extended School Year/Summer School
- **Total Cost Per BT: \$55,589.63 + \$4,504.50 = \$60,094.13**

Year 3: \$42.20

- 181 days x 7.5hrs = 1,357.50 hours/year x \$42.20/hour = **\$57,286.50** – Regular School Year;
- 20 days x 5.5hrs = 110hrs x \$42.20/hour = **\$4,642** – Extended School Year/Summer School
- **Total Cost Per BT: \$57,286.50 + \$4,642 = \$61,928.50**



Connecticut Behavioral Health LLC
School Behavioral and Clinical Services

**Registered Behavior Technician Services
Bid #7609**

PROPOSER INFORMATION

**Connecticut Behavioral Health, LLC
673 South Main Street
Cheshire, CT 06410**

**Established 2004
Limited Liability Company/S-Corp
State of Connecticut**

Connecticut Behavioral Health, LLC has been engaged in outpatient behavioral health services, in home ABA and behavioral health services, and school-based consultation services for 20 years

**Dr. Jonathan Pedro, Owner and Chief Executive Officer
Dr. Jonathan Pedro is a Licensed Clinical Psychologist who has provided outpatient clinical and behavioral services as well as clinical and behavioral school consultation services with Connecticut Behavioral Health, LLC since 2004.**

**Dr. Ryan Loss, Executive Director of Connecticut Behavioral Health, LLC
Dr. Ryan Loss is a Licensed Clinical Psychologist who has provided outpatient clinical and behavioral services as well as clinical and behavioral school consultation services with Connecticut Behavioral Health, LLC since 2004.**



Connecticut Behavioral Health LLC
School Behavioral and Clinical Services

**Registered Behavior Technician Services
Bid #7609**

Experience, Expertise, Capabilities

Philosophy Statement and Business Focus

Connecticut Behavioral Health, LLC (CBH) is a comprehensive group psychology practice that has been providing school, organizational (DCF and DDS), in-home, and community behavioral health services for the past 20 years. CBH staff (Licensed Psychologists, BCBA's, LCSWs, LPCs, RBTs) collaborate with school personnel to evaluate, design, and implement behavioral and special education individualized programs. Our practice belief at CBH is that a team works better than an individual. As behavioral health providers we work to establish collaborative and productive relationships with all relevant parties so that we can obtain the most information possible to design a program for an individual that utilizes the support of all those involved in his/her/their life.

As ABA and BCBA consultants to many Connecticut school districts, CBH provides on-site training for school personnel to implement difficult behavioral modification programs, beginning with functional behavior assessments (FBA) and behavior intervention plans (BIP), and tiered level systems for the most difficult behavior problems. Connecticut Behavioral Health, LLC professionals utilize research based applied behavioral analytic methodologies to create programs for individuals with developmental disabilities and autism spectrum disorders. CBH also offers on-site professional development training on child and adolescent developmental and behavioral health issues.



Connecticut Behavioral Health LLC
School Behavioral and Clinical Services

**Registered Behavior Technician Services
Bid #7609**

Summary of Relevant Experience

List of School Districts Connecticut Behavioral Health, LLC Provides Consultation Services To:

Waterbury Public Schools:

- Miguel Pabon, Director of Pupil Services, 203-346-3505
- **BT/RBT Services SY 2019 to present (extension of original RFP 6333)**
 - Behavioral Support Services to support students presenting with developmental, behavioral, social, and academic challenges;
 - Implementation of individualized behavior intervention plans
 - Student Integration into Mainstream Classes
- Start Date: SY 2019-2020
- Cost to District: currently 25 BTs/RBTs; BTs: \$38.10/hour; RBTs: \$40/hour; number of BTs/RBTs has increased throughout the current year thus the gross number is yet to be determined

Stratford Public Schools:

- Heather Borges, Director of Student Services, 203-385-4225
- BT/RBT Services: Provision of ABA services for the ABA Programs at the Elementary and Middle School; Implementation of Individual Student Support Plans; Data Collection
- Start Date: CBH has been contracted with Stratford since 2017 to provide RBT consultative services; services are ongoing.
- Cost to District: 28 BTs/RBTs: \$38.75/hour; number of BTs/RBTs has increased throughout the current year thus the gross number is yet to be determined

Seymour Public Schools:

- Dr. Kristopher Boyle, Director of Pupil Services, 203-888-7232
- RBT Services SY 22-23
 - ABA Program Support at the Elementary and High School;

Collection of ABC Data; Individual Student Behavior Plan Implementation;
Student Integration into Mainstream Classes

- Start Date: SY 22-23
- Cost to District: 2 RBTs: Approximately \$101,000 Gross Cost

East Haven Public Schools:

- Robert Swan, Director of Pupil Services, 203-468-3312
- BT/RBT Services: Elementary Behavioral Support; Individual Student Support; Data Collection; Student Integration into Mainstream Classes
- Start Date: September 2022 to Present
- Cost to District: 1 RBT: Gross Cost, approximately \$50,500

Hamden Public Schools:

- Karen Habegger, Interim Director of Pupil Personnel Services, 203-407-2220
- RBT Services: District-Wide RBT services; Individual Student Program Implementation; Data Collection; Student Integration into Mainstream Classes
- Start Date: 2018 to Present
- Cost to District: 10 BTs/RBTs: Gross Yearly Cost Approximately \$505,000

Vernon Public Schools:

- Robert Nagashima, Director for Special Education, (860) 896-4670
- RBT Services: Individual Student Program Implementation; Elementary, High School and Middle School ABA Program Support; Data Collection; Student Integration into Mainstream Classes
- Start Date: 2019 to present
- Cost to District: 4 RBTs: Gross Yearly Cost, Approximately \$205,000

Hartford Public Schools:

- Jennifer Hoffman, Senior Executive Director for Special Education and Pupil Services, 860-695-8732
- RBT Services: ABA Program Support; Individual Student Program Implementation; Data Collection; Student Integration into Mainstream Classes
- Start Date: 2021 to present
- Cost to District: 3 RBTs: Gross Yearly Cost, Approximately \$130,000

Wolcott Public Schools:

- Kevin Hollis, Director of Student Services and Alternative Programs, 203-879-8183
- RBT Services: ABA Program Support; Individual Student Program Implementation; Data Collection; Student Integration into Mainstream Classes
- Start Date: 2019 to present
- Cost to District: 2 RBTs: Gross Yearly Cost, Approximately \$101,000

South Windsor Public Schools:

- Jessica Kuckle, Executive Director of Student Services, 860-291-1240

- RBT Services: ABA Program Support; Individual Student Program Implementation; Data Collection; Student Integration into Mainstream Classes
- Start Date: 2021 to present
- Cost to District: 4 RBTs: Gross Yearly Cost, Approximately \$202,000

Wallingford Public Schools:

- Aimee Turner, Assistant Superintendent for Schools, 860-294-9546
- BT/RBT Services: ABA Program Support; Individual Student Program Implementation; Data Collection; ED Program Support; Student Integration into Mainstream Classes
- Start Date: 2021 to present
- Cost to District: 10 BTs/RBTs: Gross Yearly Cost, Approximately \$510,000

Watertown Public Schools:

- Dr. Perri Murdica, Director of Special Education and Pupil Personnel Services, 860-945-4824
- BT/RBT Services: ABA Program Support; Individual Student Program Implementation; Data Collection; ED Program Support; Student Integration into Mainstream Classes
- Start Date: 2021 to present
- Cost to District: 2 BTs/RBTs: Gross Yearly Cost, Approximately \$101,000

Meriden Public Schools:

- Patricia Sullivan-Kowalski, Assistant Superintendent of Student Supports, 203-630-4177
- RBT Services: ABA Program Support; Individual Student Program Implementation; Data Collection; Student Integration into Mainstream Classes
- Start Date: 2021 to present
- Cost to District: 2 BTs/RBTs: Gross Yearly Cost, Approximately \$101,000

Woodbridge Public Schools:

- Carrie Borcharding, Director of Special Services, 203-389-2195
- RBT Services: ABA Program Support; Individual Student Program Implementation; Data Collection; Student Integration into Mainstream Classes
- Start Date: 2022 to present
- Cost to District: 2 BTs/RBTs: Gross Yearly Cost, Approximately \$101,000

Region 10 Public Schools:

- Deb Foley, Director of Student Services, 860-567-6642
- BT/RBT Services: ABA Program Support; Individual Student Program Implementation; Data Collection; ED Program Implementation Support at Elementary and Middle School; Student Integration into Mainstream Classes
- Start Date: 2021 to present
- Cost to District: 3 BTs/RBTs: Gross Yearly Cost, Approximately \$151,000

Simsbury Public Schools:

- Katie Krasula, Director of Pupil Services,
860-658-3873
- BT/RBT Services: ABA Program Support; Individual Student Program Implementation; Data Collection; ED Program Implementation Support at Elementary and Middle School; Student Integration into Mainstream Classes
- Start Date: 2021 to present
- Cost to District: 7 BTs/RBTs: Gross Yearly Cost, Approximately \$355,000

Glastonbury Public Schools:

- Kimberly Brown, Administrator of Pupil Services,
860-652-7971
- RBT Services: ABA Program Support; Individual Student Program Implementation; Data Collection; Student Integration into Mainstream Classes
- Start Date: 2021 to present
- Cost to District: 1 RBTs: Gross Yearly Cost, Approximately \$50,500

Danbury Public Schools:

- Kelly Truchess, Assistant Superintendent of Education and Pupil Personnel,
(203) 797-4725
- RBT Services: ABA Program Support; Individual Student Program Implementation; Data Collection; Student Integration into Mainstream Classes
- Start Date: 2021 to present
- Cost to District: 2 RBTs: Gross Yearly Cost, Approximately \$101,000



Connecticut Behavioral Health LLC
School Behavioral and Clinical Services

**Registered Behavior Technician Services
Bid #7609**

Personnel Listing

CBH employs BTs/RBTs across school districts. A list of all RBTs along with their BACB registration numbers will be provided upon request. Waterbury Public Schools has a current list of all BTs/RBTs currently working that can be found in Attachment A. Dr. Ryan Loss will be the program manager and main contact for all issues related to our RBT services.

Conflict of Interest

Connecticut Behavioral Health, LLC is not engaged in any relationships with the city of Waterbury, thus there is no conflict of interest that exists for Connecticut Behavioral Health, LLC.

Statement of Qualifications and Work Plan

Qualifications:

Connecticut Behavioral Health, LLC (CBH) has been providing BT/RBT services to districts throughout the state of Connecticut for 15 years. Currently CBH provides over 130 BTs/RBTs to school districts throughout the state of Connecticut, and consistently meets the ever-increasing needs of districts for staff, when additional staff are requested.

CBH's BTs/RBTs have significant school experience implementing ABA driven individual and classroom wide programs for students on the Autism Spectrum as well as for students with emotional and behavioral difficulties in elementary, middle, and high school settings. CBH's services have worked collaboratively with district administrators to support district programs for individual students and district-wide programs. CBH's RBTs have successfully fulfilled the BACB requirements for the RBT certification and it is our company policy that those individuals hired on without the RBT credential, obtain the RBT credential within 90 days of employment. CBH only hires individuals with who have experience working with individuals with emotional, behavioral, developmental, and/or social delays.

CBH has been fortunate to retain over 95% of its staff year upon year. We feel that we create a supportive work environment for our staff and the fact that we are local to the state of Connecticut, where our staff can come to our office to speak with us, allows for a greater feeling

of connectivity and overall positive view of how CBH is supportive and responsive to staff needs.

Work Plan:

CBH would work with district administrators to identify the RBTs who best fit the specific student and classroom needs the Waterbury Public Schools has identified. The BTs/RBTs assigned to each placement would work with Waterbury Public School to fulfill the specific needs outlined for the classroom/program/student the RBT is assigned to.

RBTs would work to develop, in collaboration with the schools/programs they each work with, a streamlined communication system, allowing school personnel to readily communicate with the RBTs on what the specific needs are and share feedback on how programs are working, as well as share data that has been collected on the programs being implemented.

Additionally, CBH administration will maintain consistent and frequent communication with Waterbury School administration to address any needs/concerns that arise with CBH staff as well as respond to increasing staff needs that arise within the school district. CBH's Executive Director and Director of School-Based Services are the primary contacts to discuss staff services in the school district.

Administratively, CBH completes background checks on all staff (federal, local, DCF/DDS) prior to hire and all staff are required to complete Mandated Reporter Training prior to being allowed to work in any school. CBH has a procedure that all staff are provided instruction/direction on for when they are absent. This process involves notifying CBH administration/supervisors, school district contacts, and utilization of CBH's sub list to work to secure a substitute for the day(s) the staff member will be out.

Lastly, CBH, through the use of our HR management system, is able to verify hours for each staff on a monthly basis and provide a daily accounting of each staff's time and attendance, when submitting monthly invoices to school districts. This provides a system of checks and balances for staff attendance.

Services Expected of the City:

CBH BTs/RBTs would look to the school district to provide behavioral plans for the students/programs that the RBTs are to implement with the student/within the program to review. This will allow each RBT the opportunity to understand what is expected of them and how they can best service individual or classroom wide needs.



Connecticut Behavioral Health LLC
School Behavioral and Clinical Services

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

A. Have you ever failed to complete any work awarded to you?

NO

B. Have you ever defaulted on a contract?

NO

C. Is there any pending litigation which could affect your organizations ability to perform this agreement?

NO

D. Has your firm ever had a contract terminated with cause in the past five years?

NO

E. Has your firm been named in a lawsuit related to errors or omissions within the past five years?

NO

F. During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws?

NO

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

NO



Connecticut Behavioral Health LLC
School Behavioral and Clinical Services

Registered Behavior Technician Services
Bid #7609

Exceptions and Alternatives

NONE



Connecticut Behavioral Health LLC
 School Behavioral and Clinical Services
Registered Behavior Technician Services
Bid #7609

ATTACHMENT A

Ashley DeBarber, RBT – on leave
Quintin Tyson, RBT
Manal Youseff, RBT
Alyssa Sinopoli RBT -
Deanna Laurencio, RBT
Jazlyn Lopes
Shakeia Price
Jaclyn Barton, RBT
Sharlene Rodriguez, RBT
Karin Lee
Laidany Lopes
Tenaiza Tripp
Jamila Freeman
Georgina Cabrera, RBT
Edwin Cordero
Kevin Smythe
Courtney Rowland
Bryanna Destin
DeNadia Toles, RBT
Marc-Anthony Telusma- April 17t Start
De'Cuan Digsby
Theresa Plasse
Cassandra Naparstek
Giovani-David Telusma
Carla Gavot April 17th start

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #14.11

June 13, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve a Professional Services Agreement with The Stepping Stones Group, LLC, for a three-year period, for Registered Behavior Technician Services for students in accordance with their Individual Education Plan (IEP), subject to any non-substantive changes approved by the Corporation Counsel's office.

EXECUTIVE SUMMARY

DATE: June 7, 2023

To: Board of Education
Board of Alderman

FROM: Miguel Pabon, Director of Pupil Services

RE: Approval of Agreement between the City of Waterbury and The Stepping Stones Group, LLC for Registered Behavior Technician Services

The Special Education Department requests approval of the attached agreement between the City of Waterbury and The Stepping Stones Group, LLC subject to any minor, non-substantive changes to be approved by the Office of the Corporation Counsel. This agreement is necessary in order to provide Registered Behavior Technician Services to identified students with disabilities, in accordance with their Individual Education Plan (IEP).

The Stepping Stones Group, LLC was awarded a three-year contract not to exceed \$2,091,180.00 for the entire term of the contract, and in accordance with the cost proposal and as set forth below:

For July 1, 2023- June 30, 2024, an amount not to exceed \$697,060.00, based on the hourly rate of \$47.50 per hour;

For July 1, 2024- June 30, 2025, an amount not to exceed \$697,060.00, based on the hourly rate of \$47.50 per hour;

For July 1, 2025 –June 30, 2026, an amount not to exceed \$697,060.00, based on the hourly rate of \$47.50 per hour;

The Special Education Department elected to issue a Request for Proposal #7609, for Registered Behavior Technician Services to provide services to students with disabilities. We received proposals from eight (8) vendors. The department formed a Selection Committee which included Miguel Pabon, Director of Pupil Services, Sharon Walsh, Assistant Director of Pupil Services, and Michelle Bibeau, Supervisor of Special Education. After reviewing the eight (8) vendor proposals, the top four (4) were selected for a follow-up interview. After careful review of all the proposals and information from the interviews, the Selection Committee recommended the following three (3) vendors to provide these services: 1) Connecticut Behavioral Health, LLC was awarded the main part of the contract (up to 40 RBTs); 2) Stepping Stones Group, LLC, was awarded up to 10 RBTs; and 3) Apex Educational Solutions was awarded up to 10 RBTs. Stepping Stones Group, LLC has worked with our district in the past and we have been satisfied with the services provided. This contract is paid with IDEA Grant funds. A tax clearance and all requisite city compliance documents have been or will be obtained.

PROFESSIONAL SERVICES AGREEMENT

RFP No. 7609

for

Registered Behavior Technician Services

between

The City of Waterbury, Connecticut

and

The Stepping Stones Group, LLC

THIS AGREEMENT (the “Agreement” or “Contract”), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (the “City”), located at City Hall, 235 Grand Street, Waterbury, Connecticut 06702 and The Stepping Stones Group, LLC (the “Consultant”), located at 123 N. Wacker Drive, Suite 1150, Chicago, Illinois 60606, a State of Connecticut duly registered foreign limited liability company. (Jointly referred to as the “Parties” to this Agreement.)

WHEREAS, the Consultant submitted a proposal to the City responding to **RFP No. 7609** for Registered Behavior Technician Services; and

WHEREAS, the City selected the Consultant to perform services regarding **RFP No. 7609**; and

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

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

1.1. The Project consists of, and Consultant shall provide, up to 10 Registered Behavior Technicians (RBTs) certified by the Behavior Analyst Certification Board (BACB) for up to 14,675 hours per contract year to provide behavioral and related services to Waterbury Public School District students ages 3-22 with disabilities as directed by the students’ Individual Education Plans (IEPs) and 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:

- 1.1.1** Addendum #1 to City of Waterbury RFP No. 7609, dated April 4, 2023, consisting of 3 pages, attached hereto;
- 1.1.2** City of Waterbury RFP No. 7609, consisting of 14 pages (excluding Attachments A-C), attached hereto;
- 1.1.3** Consultant's Revised Cost Proposal, consisting of 1 page, attached hereto;
- 1.1.4** Consultant's Response to RFP No. 7609, consisting of 38 pages (excluding staff resumes and City contract compliance documents), attached hereto;
- 1.1.5** City Contract Compliance Documents, incorporated herein by reference;
- 1.1.6** Certificates of Insurance, incorporated herein by reference;
- 1.1.7** Licenses, incorporated herein by reference;
- 1.1.8** All applicable Federal, State, and local statutes, regulations charter and ordinances, incorporated herein by reference.

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

- 1.2.1** All applicable Federal, State, and local statutes, regulations charter and ordinances
- 1.2.2** Any Amendments to this Contract
- 1.2.3** This Contract
- 1.2.4** Addendum #1 to City of Waterbury RFP No. 7609
- 1.2.5** City of Waterbury RFP No. 7609
- 1.2.6** Consultant's Revised Cost Proposal
- 1.2.7** The Consultant's Response to RFP No. 7609

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

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

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

2.3. Activities, Work, and Services Performed in Department of Education Facilities, on School Grounds, at Student Sporting Events, and/or where City Students Present. For all activities in school facilities and/or Department of Education facilities, the Contractor shall first be required to coordinate all on-site visits and activities with the appropriate Department/personnel in Education, or the designated person and shall obtain any necessary clearance, ID badges, etc.

2.4. Criminal Background Check and DCF Registry Check. The Consultant shall ensure, and represents to the City, that any employee who will be on school grounds/Department of Education Property/at Department of Education events and/or where City students are present, that will or may have direct contact with a student pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The Consultant shall further ensure, and represents to the City that any person who will have direct contact with a student has submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The Consultant shall not permit any person with a disqualifying criminal history to have direct contact with a student.

2.5. Activities, Work, and Services Performed on other City Property (Non-Education facilities). For all activities involving non-Board of Education facilities and/or buildings, Consultant shall first be required to coordinate all on-site visits and activities with the appropriate City Department or its designee.

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

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

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

3. 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. If applicable or requested by the City, the Consultant 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 Consultant and/or delivered by the Consultant during the time period covered by the report, (iv) expressed as a percentage of the total work and services required under this Contract, the percentage of the total work represented by the work and services described in subsection iii above, (v) expressed as a percentage of this Contract's Section 6 total compensation, the percentage of the total compensation represented by the work and services described in subsection iii above, (vi) the Consultant's declaration as to whether the entirety of the Consultant's work and services required in this Contract will be, or will not be, completed within the Contract's Section 6 total compensation amount, and (vii) any and all additional useful and/or relevant information. Each report shall be signed by an authorized signatory.

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

4. 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 commencing July 1, 2023, and terminating June 30, 2026.

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

6. Compensation. The City shall compensate the 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 **TWO MILLION NINETY-ONE THOUSAND ONE HUNDRED EIGHTY DOLLARS (\$2,091,180.00)** for the entire term of this Agreement and shall be in accordance with Consultant's Revised Cost Proposal and as set forth below:

6.1.1. July 1, 2023 – June 30, 2024

An amount not to exceed..... \$697,060.00
Based on the hourly rate of..... \$47.50 per hour

6.1.2. July 1, 2024 – June 30, 2025

An amount not to exceed..... \$697,060.00
Based on the hourly rate of..... \$47.50 per hour

6.1.3. July 1, 2025 – June 30, 2026

An amount not to exceed..... \$697,060.00
Based on the hourly rate of..... \$47.50 per hour

Total Amount Not to Exceed..... \$2,091,180.00

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

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

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

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

6.4. Proposal Costs. All costs of the Consultant in preparing its proposal for **RFP No. 7609** shall be solely borne by the Consultant and are not included in the compensation to be paid by the City to the Consultant under this Contract or any other Contract.

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

6.6. Liens. Neither the final payment nor any part of the retained percentage, if any, shall become due until the Consultant, if requested by the City, shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, if required, in either case, an affidavit that so far as the Consultant has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but the Consultant may, if any subcontractor refuses to

furnish a release or receipt in full, furnish a bond satisfactory to the City, to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the Consultant shall refund to the City all moneys that the City may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

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

8. Indemnification.

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

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

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

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

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

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

9. Consultant's Insurance.

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

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

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

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

9.4.1 General Liability Insurance:

\$1,000,000.00 per occurrence

\$2,000,000.00 aggregate

\$2,000,000.00 Products and completed operations aggregate

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

9.4.2 Automobile Liability Insurance:

\$1,000,000.00 combined single limit (CSL)

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

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

Employers' Liability:

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

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

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

9.4.4 Excess/Umbrella Liability:

\$1,000,000.00 each occurrence

\$1,000,000.00 aggregate

9.4.5 Professional Liability/E&O:

\$1,000,000.00 each Wrongful Act

\$1,000,000.00 aggregate

9.4.6 Abuse/Molestation Liability:

\$1,000,000.00 each Occurrence

\$1,000,000.00 aggregate

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

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

9.7. Certificates of Insurance: The Consultant's General, Automobile and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and The Board of Education as an additional insured and provide a waiver of

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

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

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

10.1. Permits, Laws, 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, gender identity or expression, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the

employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

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

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

12. Intentionally Omitted.

13. Termination.

13.1. Termination of Contract for Cause. If, through any cause, in part or in full, the fault of the Consultant, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination.

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

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

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

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

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

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

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

13.4. Rights Upon Cancellation or Termination.

13.4.1 Termination for Cause. In the event the City terminates this Contract for cause, the Consultant shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the documents, data, studies, reports, specifications, deliverables, etc. provided to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, the Consultant shall transfer all licenses to the

City which the Consultant is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Consultant for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. The Consultant shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this agreement in whole or in part.

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

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

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

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

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

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

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

15.1. Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions;

15.2. war, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest, riots, pandemics or epidemics;

15.3. acts of governmental authorities such as expropriation, condemnation, changes of law and order or regulations, proclamation, ordinance, or other governmental requirement;

15.4. strikes and labor disputes; and

15.5. certain accidents including but not limited to hazardous, toxic, radioactive or nuclear contamination spills, contamination, combustion or explosion, which prevent a Party from fulfilling their obligations or otherwise render performance under the Contract impossible.

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

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

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

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

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

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

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

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

22. Independent Contractor Relationship. The relationship between the City and the Consultant is that of client and independent contractor. No agent, employee, or servant of the Consultant shall be deemed to be an employee, agent or servant of the City. The Consultant shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants

and subcontractors during the performance of this Contract. It is the express intention of the parties hereto, and the Consultant hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Consultant hereunder is/are not and shall not be deemed an employee of the City of Waterbury, but is/are and shall remain an independent contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City of Waterbury and the Consultant or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Consultant hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that the Consultant shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

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

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

25. Contract Change Orders.

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

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

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

25.1.3 the Final Completion Date has not been changed.

25.2. Notwithstanding the foregoing subsection 25.1, a Change Order shall not include:

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

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

25.3. That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed, and if agreed to, approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both the Consultant, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Consultant's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract. Any contract change NOT fully complying with this Section 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. 7609** and (ii) the Consultant's proposal responding to the aforementioned **RFP No. 7609**.

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 Law and Choice of Forum. This Contract shall be construed in accordance with the terms and conditions set forth in this Agreement and the law of the State of Connecticut without regard to choice or conflict of laws principals that would cause the application of any other laws. Any dispute or controversy arising out of or relating to this Contract or otherwise shall be determined by a court of competent jurisdiction in Waterbury, Connecticut (or the Federal Court otherwise having territorial jurisdiction over such City and subject matter jurisdiction over the dispute), and not elsewhere.

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: The Stepping Stones Group, LLC
123 N. Wacker Drive, Suite 1150
Chicago, IL 60606

City: The City of Waterbury
Attn: Department of Education
236 Grand Street
Waterbury, CT 06702

With a copy to: Office of the Corporation Counsel
City Hall Building
235 Grand Street, 3rd Floor
Waterbury, CT 06702

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

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

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

governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

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

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

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

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

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

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

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

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

32.10. The Consultant hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: <https://www.waterburyct.org/services/city-clerk/code-of-ordinances> [click link titled "Code of Ordinances (Rev. 12/31/19)". For Chapter 38, click on "Title III: Administration", then click on "Chapter 38: Centralized Procurement System". For Chapter 39, click on "Title III: Administration", then click on "Chapter 39: Ethics And Conflicts of Interest"]

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

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

the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

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

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

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

(Signature page follows)

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

WITNESSES:

CITY OF WATERBURY

Sign:_____

Print name:

By:_____

Neil M. O'Leary, Mayor

Sign:_____

Print name:

Date: _____

WITNESSES:

THE STEPPING STONES GROUP, LLC

Sign:_____

Print name:

By:_____

Sign:_____

Print name:

Date:_____

ATTACHMENT A

- 1.** Addendum #1 to City of Waterbury RFP No. 7609, dated April 4, 2023, consisting of 3 pages, attached hereto;
- 2.** City of Waterbury RFP No. 7609, consisting of 14 pages (excluding Attachments A-C), attached hereto;
- 3.** Consultant's Revised Cost Proposal, consisting of 1 page, attached hereto;
- 4.** Consultant's Response to RFP No. 7609, consisting of 38 pages (excluding staff resumes and City contract compliance documents), attached hereto;
- 5.** City Contract Compliance Documents, incorporated herein by reference;
- 6.** Certificates of Insurance, incorporated herein by reference;
- 7.** Licenses, incorporated herein by reference;
- 8.** All applicable Federal, State, and local statutes, regulations charter and ordinances, incorporated herein by reference.



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

ADDENDUM #1

April 4, 2023

RFP 7609 Registered Behavior Technician Services

Please refer to the questions and answers below.

Question: Do you require only one copy of the cost proposal in a separate sealed envelope or would you like one original and four paper copies?

Answer: Yes. We will need one original copy and the four copies. Each document must include a cost proposal.

Question: Would you like a separate file on the USB drive to contain the pricing information electronically?

Answer: Yes.

Question: Are you currently working with any agencies providing RBT services to your District?

Answer: Yes.

Question: Who are your current vendors and what prices do they charge?

Answer: The current vendors are the following:

Stepping Stones (Previously EBS) - \$37.85

CT Behavioral Health (CBH) - \$38.10

Question: Have these vendors been able to meet all of your RBT needs?

Answer: Vendors have had difficulty providing the number of staff requested.

Question: Do you require that clinicians resume(s) and/or licensure be submitted with the proposal?

Answer: Yes. As an attachment per the outline of the RFP proposal.

Question: How many hours are in a typical school day (i.e. how many hours are therapists allowed to be on-site and billing)?

Answer: A regular school day is dependent upon grade level:

- Elementary/ 6.25 hours
 - Middle School/ 6.5 hours
 - High School/ 6.5 hours
- Staff will be required to work up to 7.5 hours.

Question: How many work days are they assigned for the school year?

Answer: It is 181 School days, 20 summer days, 5 full professional development days, 22 half day professional days.

Question: Do you anticipate awarding to one or multiple vendors? If multiple, how many?

Answer: Yes. Up to 4.

Question: If multiple vendors, how will you utilize and notify awarded vendors for your staffing needs? (Ranked order, broadcast to all awarded vendors, or use of preferred vendors).

Answer: We will notify the awarded vendors via an email and publish a notification of the awarded via our procurement site.

Question: Will assigned clinicians have access to therapy materials, supplies, equipment, evaluation kits, and protocols provided by your schools?

Answer: Therapist can utilize any materials provided by the district upon request.

Question: Will assigned clinicians have access to computers/ laptops and printers provided by your schools?

Answer: Yes.

Question: Is the contracting agency able to bill for both direct and indirect treatment time (paperwork, meeting, teacher consultations, etc.)?

Answer: Yes. Per the contracting agency's rules and responsibilities to provide both indirect, direct treatment, and paperwork. It is included in their required 7.5 hours per school day.

Question: Can you please publish the current contract for these services? / What is the current rate?

Answer: The sample contract is included in the RFP.

Question: Page 3, Section C. Scope of Services, #3 Could you clarify, is Waterbury asking the vendors to provide clinical oversight over the RBT's assigned or would the responsibilities stated fall under the roles of an Account Manager that a vendor would assign to a school to manage the attendance and training?

Answer: No. To confirm the vendor must provide clinical oversight via a BCBA for all supervision hours for RBT certification.

Question: How many RBTs is the district requiring?

Answer: The vendor can provide up to 80 RBTs to provide behavior and related services to students with disabilities, ages 3-22.

Question: Who is the current provider?

Answer: Current providers are as listed: Stepping Stones and CBH (CT Behavioral Health)

Question: Who would provide the RBT supervision - would it be the responsibility of the vendor or does Waterbury have BCBAs who would provide the supervision?

Answer: To confirm it would be the responsibility of the vendor to provide RBT supervision.

Question: What schools/programs would the RBTs be assigned to?

Answer: RBTs would be primarily assigned to the following programs; Waterbury Autism program (K-12), Bucks Hill Pre- K, and any other students who may qualify for RBT support according to their I.E.P (Individualized Education Plan) in the city of Waterbury.

Question: Page 8 - Section 2 - Experience, Expertise and Capabilities, letter c. Personnel Listing- Is the City requesting we include RBT candidates and resumes of RBTs we may assign, or is the City asking for resumes of the internal team we will assign to the project?

Answer: Provide resumes for RBT's and project manager, as well as relevant licensure.

Question: For the hourly rates, do you accept a rate range? Do you need a fixed or flat rate?

Answer: Per the RFP it is preferred to have a fix rate. However, in the event the contractor is unable to produce RBT's the contractor can on board BT's at a lower rate until certified and must be completed within three months.

Thank you.

Maureen McCauley

Assistant Director of Purchasing – City of Waterbury

REQUEST FOR PROPOSAL
BY
THE CITY OF WATERBURY
DEPARTMENT of EDUCATION
Registered Behavior Technician Services
RFP # 7609

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

Up to 80 Registered Behavior Technicians (RBTs), as needed by the Waterbury School District, currently certified by the Behavior Analyst Certification Board (BACB), who provide behavioral and related services to students with disabilities ages 3-22. The initial contract period is for three years commencing on or about July 1, 2023 through June 30, 2026.

A. Background and Intent

The purpose of this request for proposal is to obtain hourly cost proposals for the next three years from reliable, licensed, experienced, professional proposers to provide BACB certified Registered Behavior Technicians as needed by the Waterbury School District for students with disabilities. The City reserves the right to assign RBTs to students based on the student's need and the needs of the Waterbury School District. The selected vendor or vendors will be responsible for the provision of services as set forth in student Individual Education Plans (EPs) or as directed by the District.

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 types of or similar services as those outlined in the Scope of Services in this Request for Proposal to students with disabilities ages 3-22. The RBTs may work with one or more students based upon the students' individual education plans. Students are primarily located in Waterbury schools.
2. A proven track record in providing these types of or similar services for similar school districts upon request and in a timely fashion within budget to the school district's satisfaction. Please provide the names, addresses, contact persons and phone numbers for all of the school contracts the proposer has had over the last five (5) years. The City reserves the right to contact any of these school districts for a reference.
3. 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 are compliant with the RBT training and certification standards, set forth by the Behavior Analyst Certification Board (BACB), and all staff and RBT's are competent in providing the services outlined in the scope of services. The proposer agrees that all proposed RBTs are subject to the City's review of their qualifications. All RBTs are required to work 181 school days with students in accordance with Waterbury Public School Year Calendar for 7.5 hours each day, Monday through Friday.
5. Evidence of sufficient staff and a pool of experienced and certified RBTs are to be provided to the City upon request and without delay, to fill its immediate and changing needs. The proposer agrees that all proposed staff for the District are subject to the City's approval.
6. The RBTs provided experience in a school setting working with evidence-based behavior intervention techniques and strategies with students with disabilities ages 3-22 in compliance with the students' IEPs and District directives.
7. The proposer must submit a list of the proposed staff's level of training in the school setting and individual experience working with students with disabilities, their ages and their behavior issues. The proposer will also provide retention/turnover rates of RBTs.
8. The Proposer will ensure that assigned RBTs can demonstrate proficiency of any skill acquired through the RBT Training to serve the students to whom they are assigned. The proposer will provide the proof of proficiency to the City upon request.
9. The proposer will provide, if possible, RBTs trained in Cardiopulmonary Resuscitation (CPR), administration of medications and use of the Automated External Defibrillator (AED). All RBTs are required to attend 5 full day professional development days and will be required to work 7 hours on each of these designated days in accordance with Waterbury Public Schools Year Calendar.
10. Each RBT provided must follow City and School District policies, procedures, guidelines and other requirements as set forth by Waterbury School District representatives.
11. The proposer must obtain prior satisfactory criminal background checks, Department of Children and Families (DCF) Registry checks, fingerprinting and drug screening of each RBT candidate. In addition, each RBT shall complete the mandated reporter training on child abuse and neglect offered by the Connecticut DCF prior to placement in the District.
12. Each RBT shall provide timely and complete reports, data, or other documentation as requested by Waterbury staff.

13. The proposer will invoice the City monthly and provide backup documentation with the invoice.
14. The proposer must provide a transparent electronic and fully accessible system for verifying hours worked by RBT staff and personnel. This shall include access to review paid time off, sick time, holiday time, attendance, and lunch breaks.
15. The successful responder/contractor shall comply with all provisions of IDEA funding as it pertains to this contract.

C. Scope of Services

1. The proposer agrees to provide up to 80 RBTs to provide behavior and related services to students with disabilities, ages 3-22, for the number of hours, days or portions thereof as the City may need during the school year and during the summer program if applicable. All hours billed must be for work performed for the City during school hours on days the school is in session.
2. Behavior and related services must be provided by BACB certified and qualified RBTs without delay to fill the immediate and changing needs of the District. The proposer will ensure that all RBTs working in the Waterbury School District have had DCF mandated reporter training, satisfactory criminal background drugs tests and DCF registry checks as required under law and will provide the City proof upon request.
3. The RBTs will work under the supervision of the proposer who will designate a program manager that will be responsible for managing all RBTs and credentials with respect to the following: attendance; performance; training; supervision; professional ethics and conduct within the work environment; RBT certification; RBT certification tracking process; and ongoing regular communication and collaboration with designated Waterbury Public Schools staff
4. The RBTs will be assigned a student or students and other related responsibilities by City personnel. They may assist in implementing the student's IEP and behavior plans, follow the instructions of Waterbury staff and the BCBAs, compile data and information as directed and provide other related services at the District's request.
5. The RBTs may work with one or more students based upon the students' individual education plans. Students are primarily located in Waterbury schools. Work hours consist of the hours the students are in school.
6. RBTs will work 181 days with students at 7.5 hours per day, including professional development on half days. In addition, all RBTs are required to work full day professional development, in accordance with the Waterbury Public Schools District Calendar; and during the Extended School Year

Program for a total of 20 days, at 5.5 hours each day, Monday through Friday.

7. The proposer will supervise its registered behavior technicians and monitor services provided and time billed by each and insure adherence to the terms of the contract. The proposer's RBTs will 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.
8. RBT staff shall submit in a timely manner the appropriate documentation required for Medicaid billing purposes. The RBT staff will utilize the web-based platform used by the City for purposes of claims submissions to Medicaid (e.g., CT-SEDS, Compuclaim, Frontline). The RBT staff will complete service logs and monthly progress reports in such web-based applications for students. The RBT staff will not determine Medicaid eligibility of the student. Daily service logs and monthly progress reports will include date and times of services, names, disciplines, and licensing information of the individual providing the services; and shall be signed by the individual(s) who performed and/or supervised the service.
9. The proposer will submit prompt bills for services rendered no later than 30 days after the services were provided with supporting documentation as requested by the District. The proposer will monitor the hours of service to insure compliance with the terms and amount of the contract and will note the hours used and remaining under the contract on each bill submitted to the District.
10. All BCBAs are required to attend orientation upon hire to discuss Waterbury Public Schools District and School based policies and procedures.
11. The proposer will provide a work plan to provide substitutes in case of an absence of staff.

D. Agreement Period

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be July 1, 2023 through June 30, 2026.

E. Insurance

The respondent shall provide insurance as set for in **Attachment D** provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial category as shown in the most current A.M. Best Company ratings.

F. 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 complete and sign the items and any forms included in Attachment A. (Contract Compliance Packet).
3. All questions and communications about this request for Proposal and submission requirements must be directed to the City of Waterbury ProcureWare website and must be received **by 2:00 PM on March 30, 2023**. Prospective proposers must limit their contact regarding this RFP to the Purchasing Director or such other person otherwise designated by the Purchasing Director. Responses to questions submitted by the above date or identified at any Information Session to be held in regard to this RFP, **along with any changes or amendments to this RFP**, will be available via the City of Waterbury ProcureWare website **by April 4, 2023, 2:00 PM**. It shall be the responsibility of the proposer to download this information. If you have any procedural questions in this regard, please call the Purchasing Director at (203) 574-6748.

G. Management

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

H. Conditions

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

1. All proposals in response to this RFP are to be the sole property of the City. Proposers are encouraged **not** to include in their proposals any information which is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.
2. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the City.
3. The timing and sequence of events resulting from this RFP will ultimately be determined by the City.
4. The proposer agrees that the proposal will remain valid for a period of 120 days after the closing date for the submission and may be extended beyond that time by mutual agreement.

5. The City may amend the terms or cancel this RFP any time prior to the execution of a contract or purchase order for these services if the City deems it to be necessary, appropriate or otherwise in the best interests of the City. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered. At his option, the City's Director of Purchasing may provide all proposers with a limited opportunity to remedy any technical deficiencies identified by the City in their initial review of proposals.
6. The proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel from the proposal during the course of the agreement period must be approved by the City, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the City. At its discretion, the City may require the removal and replacement of any of the proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the City.
7. All subcontractors hired by the proposer awarded a contract or purchase order as a result of this RFP must have prior approval of the City prior to and during the agreement period.
8. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.
9. A proposer must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary by the City to satisfactorily meet the requirements set forth or implied in the proposal.
10. No additions or changes to the original proposal will be allowed after submittal, except as may be allowed by the City, at its option, in accordance with Section H.5. of this RFP. While changes are not permitted, clarification of proposals may be required by the City at the proposer's sole cost and expense. The final price and scope of services of any contract or purchase order resulting from this RFP may be negotiated with responsible proposers.
11. The proposer may be required to give presentations to the extent necessary to satisfy the City's requirements or needs. In some cases, proposers may have to give presentations or further explanation to any RFP selection committee established by the City.
12. The proposer represents and warrants that the proposal is not made in connection with any other proposer and is in all respects fair and without collusion or fraud. The proposer further represents and warrants that it did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent,

representative or employee of the City participated directly in the proposer's proposal preparation.

13. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the requested format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.
14. The proposer must accept the City's standard agreement language. See Attachment B.
15. Any contract or purchase order resulting from this RFP process will represent the entire agreement between the proposer and the City and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability for payment of services under the terms of the contract or purchase order until the successful proposer is notified that the contract or purchase order has been accepted and approved by the City. Any contract resulting from this RFP may be amended only by means of a written instrument signed by the proposer and signed by the Mayor.

I. Proposal Requirements & Required Format

One original (1) and four (4) paper copies of the proposal, as well as a copy of the original proposal in pdf format on a CD or flash drive, must be received at the following address no later than **11:30 AM on April 10, 2023**. **Proposals received after that time shall not be considered.**

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

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

corporation to furnish any information requested by the City of Waterbury in verification of the recitals included in its response to this RFP.

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

1. Proposer Information: Please provide the following information:

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

2. Experience, Expertise and Capabilities

- a. Philosophy Statement and Business Focus. A statement of the proposer's philosophy and approach in undertaking the services of the nature outlined in the RFP, as well as a description of its primary business focus.
- b. Summary of Relevant Experience. A listing of all projects that the proposer has completed within the last three (3) years must be provided, as well as all projects of a similar nature to those included in the Scope of Services in this RFP. The following information shall be provided for each organization listed under this subsection:
 - Organization name and the name, title, address and telephone number of a responsible contact person.
 - Nature of services provided and dates services started and actually completed. Please indicate, for each assignment, if it was completed within the original contract timeframe and budget. If not, please explain.
 - For each project done for a municipality or other government agency, please indicate the gross cost of the agreement.Additionally, please list any contracts or purchase orders in the last three (3) years between the proposer and any agency of the City of Waterbury.
- c. Personnel Listing. A complete listing of the staff identified in the work plan by job classification, along with their resumes. Each resume shall include the individual's qualifications and experience in the subject area.
- d. Conflict of Interest. Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest.

3. Statement of Qualifications and Work Plan

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

4. Cost Schedule. Proposals shall include a single price for work to be performed in accordance with this RFP, inclusive of all personnel and non-personnel expenses. This price should encompass the entire Scope of Services in this RFP. The City reserves the right to negotiate costs, scope of services, and key personnel based on provider proposals. In order for the City to evaluate the proposed cost, proposers must include for each element in the Work Plan outlined in Section I.3.b. above, the staff, hours, hourly rates and the total cost. Include details generally associated with non-personnel costs as an additional cost section.

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

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

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

Please respond to the following questions:

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

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

J. Evaluation of Proposals; Selection Process

1. Evaluation Criteria

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

- a. Proposed statement of work. Emphasis will be on grasp of the issues involved, soundness of approach and the quality of the overall proposal.
- b. Proposed cost schedule.
- c. Experience, expertise, and capabilities of the proposer. Background, qualifications, and previous experience of personnel to be assigned to the project and their demonstrated competence, experience and expertise in the type of work to be performed. The type of experience, expertise, capabilities, and qualifications desired are outlined in Section B. - Qualifications of this RFP. The City may contact one or more of the organization references listed in Section I.2.b. of this RFP as part of assessing the experience, expertise and capabilities of the proposers or those selected as the finalist(s).
- d. Time, Project and Cost Schedule. Emphasis will be on the proposer's record with completing tasks and producing the necessary products within required time frames and within budget.

2. Selection Process

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

K. 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.

L. Federal, State and Local Employment Requirements

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

M. 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.

N. State DAS Requirements for Construction Projects

If applicable, Proposers shall submit with their Proposals their DAS Contractor Prequalification Certificate along with a current Updated Bid/Proposal Statement. In addition, any named Subcontractor whose subcontract value is equal to or greater than \$500,000 shall hold a current DAS Contractor Prequalification Certificate in the closest applicable Classification of the work that the Subcontractor will complete in the contract.

The proposer must submit with their proposal, all applicable Subcontractor DAS Prequalification certificates. Any Proposal submitted without a copy of the DAS Prequalification Certificate and an Updated Bid/Proposal Statement for the proposal and DAS Prequalification Certificates for Subcontractors whose subcontract value is equal to or greater than \$500,000 shall be invalid.

The Successful Proposer and each of its Subcontractors having subcontracts in value equal to or greater than \$500,000 shall maintain and keep current their respective DAS Contractor Prequalification Certificates at all times during the term of the Contract and any warranty period set forth in the Contract Documents.

O. Bid Bond - NOT APPLICABLE

Each Proposal submitted shall be accompanied by a Proposal Security (a Certified Check or Bid Bond) in the amount of **ten (10) percent** of the Total Proposal Price.

P. Performance/Payment Bonds - NOT APPLICABLE

The Proposer to whom a contract is offered, must furnish to the City, if that contract has a total cost greater than \$50,000.00, a 100 percent Performance Bond with a surety, and in a form, acceptable to the City. In the City's sole discretion, it may also require a 100 percent Payment Bond and/or other additional security with a surety, and in a form, acceptable to the City.

Five (5) Attachment A Documents

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

One (1) Attachment B Document

- SAMPLE CONTRACT

One (1) Attachment C Document

- ADDENDUM/CERTIFICATION/NOTICE OF ACCEPTANCE

One (1) Attachment D Document

- INSURANCE REQUIREMENTS

Attachment D

Insurance Requirements

Contractor/Vendor shall agree to maintain in force at all times during the contract the following policies and minimum limits and shall name all entities, individuals, etc., identified below as an Additional Insured on a primary and non-contributory basis to all policies, except to those policies expressly excluded below. Additionally, all policies, with the exception of those expressly identified otherwise, shall also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A"VIII.

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

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

General Liability: \$1,000,000 each Occurrence
 \$2,000,000 General Aggregate
 \$2,000,000 Products/ Completed Operations Aggregate

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

Workers Compensation: WC Statutory Limits
 Employer Liability (EL)
 \$1,000,000 EL each Accident
 \$1,000,000 EL Disease each Employee
 \$1,000,000 EL Disease Policy Limits

Excess/Umbrella Liability: \$1,000,000 each Occurrence
 \$1,000,000 Aggregate

Professional Liability/E&O: \$1,000,000 each Wrongful Act
 \$1,000,000 Aggregate

Abuse/Molestation Liability Insurance: \$1,000,000.00 each Occurrence
 \$1,000,000.00 aggregate coverage.

(Applicable to Contractors working directly with Youth/Minors)

Wording for Additional Insured Endorsement and Waiver of Subrogation:

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

COST SCHEDULE



SOG will provide the following services at **no cost** to the WPS:

- Dedicated **Triad** team that works together to deliver the highest level of service and support to the District and the students served
- ASHA, AOTA, NASP, and ACE approved courses for your clinicians and staff three times per year through our proprietary LMS (Learning Management System), Bridge Academy
- Ongoing clinical management and support to each SOG clinician assigned to the District
- Training and development provided by experienced school-based clinicians
- Access to our **Pathways to Success Program** for every SOG clinician including:
 - Bloom Clinical Fellow Program
 - Foundations Mentoring Program
 - Bridge Academy Continuing Education and Training Program

SOG typically works with school districts on a per hour basis. The hourly rate is an all-inclusive, and only applies to the hours that the therapist is working. Time off, holidays, sick time and lunch are not billable and SOG will not invoice WPS for these time periods.

SOG is a company owned and operated by special education professionals. Our goal is to provide the best possible Special Education Services in the most cost-effective way. We understand the budgetary constraints put on schools, and we do our best to keep our rates as low as possible.

Hourly Rate- REVISED	
Registered Behavior Technician (RBT):	\$47.50 / Hour
Cost Per RBT Per School Year (\$47.50 X 7.5Hrs X 181)	\$64,481.25
Cost Per RBT Per ESY Program (\$47.50 X 5.5Hrs X 20)	\$5,225.00
Additional Services If Requested:	
Behavior Technician:	\$42.00 / Hour
Paraprofessional:	\$38.00 / Hour



**THE STEPPING
STONES GROUP**



A Stepping Stones Group Company

Transforming Lives and Making a Difference Together

The Stepping Stones Group

Request For Proposal # 7609

Registered Behavior Technician Services

The City of Waterbury, Department of Education

Authorized Representatives

Sarah Luxon, Vice President of Client Services

123 N. Wacker Drive, Suite 1150

Chicago, IL 60606

sarah.luxon@ssg-healthcare.com

888-835-0894 x 203

Secondary Contact

John Gumpert

RFP & Contracts Manager

k12ops.bids@ssg-healthcare.com

Opening Date: April 10, 2023

Opening Time: 11:30 AM

Respectfully Submitted



**THE STEPPING
STONES GROUP**



A Stepping Stones Group Company

Transforming Lives and Making a Difference Together

April 3, 2023

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

Mr. McCaffery,

In response to your Request for Proposals, The Stepping Stones Group (SSG) is pleased to present its proposal for the provision of Registered Behavior Technician Services for The City of Waterbury and Waterbury Public Schools (WPS). We would like to express our sincere and earnest interest in continuing the services SSG provides for your students as part of their Individualized Education Programs.

With over three decades of experience and expertise, The Stepping Stones Group is a trusted market-leader in providing special education, therapeutic, nursing, and behavioral health services for school systems throughout the United States. **We are now joined together with EBS Healthcare for a common mission of Transforming Lives and Making a Difference Together.** The combination of SSG and EBS creates a premier, national provider of therapeutic, behavioral, autism, nursing, and educational services to children in school, home, and community settings. We are now comprised of ten trusted, long-standing, and mission-driven organizations that offer a variety of special education solutions. Our family of brands includes the following: AlphaVista, Ardor School Solutions, Cobb Pediatric Therapy Services, Cumberland Therapy Services, Futures, MyTherapyCompany, Speech Rehab Services, Staffing Options and Solutions, and Staff Rehab. Through our collective family of brands and continued growth, we now serve more than 1,100 public school systems, charter schools, and private learning centers, and we employ more than 9,000 therapy, behavioral health, nursing, and education professionals nationwide.

Our organization has experienced tremendous growth over the past three years. We have combined the management and recruitment expertise of ten companies, along with clinical resources, professional development, mentoring, and employee benefits. We have maintained a 92% retention rate, leading to consistent and reliable staffing for our school partners. The Stepping Stones Group is uniquely qualified to continue meeting the needs of WPS. We already have the knowledge of the district's policies and procedures as well as the experience and capabilities to provide WPS with whatever level of staffing it may need, from simple position staffing to department management, and anything in between that would benefit its students.

Our mission is to give back to our partnering districts in the form of management, mentoring, consulting, training and support. We are committed to providing the best services and support in the most cost effective way. We will continue to act as extension of your department and help you reach your district's initiatives. We look forward to a continued successful partnership with WPS. **We look forward to meeting with you to discuss the SSG difference and how we can continue to help partner with and support the district.**



**THE STEPPING
STONES GROUP**



A Stepping Stones Group Company

Transforming Lives and Making a Difference Together

Sincerely,

Sarah Luxon

Vice President, Client Services

p. (888) 835-0894 X 203

e. sarah.luxon@ssg-healthcare.com

www.thesteppingstonesgroup.com

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PROPOSER INFORMATION



COMPANY BACKGROUND

The Stepping Stones Group offers a robust 34-year history of providing therapeutic, behavioral health, nursing, and special educational services for school systems. Since our beginnings in 1989, we have become the nationally recognized leader in serving school districts and have made the INC 5000 list over 10 times. We are a Limited Liability Company (LLC) based in Massachusetts and registered in Delaware with a business licensed in Connecticut. We also have additional corporate hubs in California, Georgia, Illinois, Indiana, New York and Pennsylvania.

We currently have over 9,000 clinicians and educators providing services for over 1,100 public school districts, charter schools, and private learning centers in more than 45 states. We have unparalleled experience in delivering best practice therapeutic and behavioral health solutions to children with special needs and autism. In addition to recruiting highly qualified staff, we provide clinical management, comprehensive training and orientation, and ongoing monitoring for our clinicians.

Our Mission and Core Values

Our company was founded with the singular mission of transforming the lives of children, families, and communities together through our exceptional therapeutic, special education and behavioral health services. We have a strong commitment to our core values, as they are the true heart of our company culture:

- **Trust:** Respectful and loyal in our actions
- **Integrity:** Honest, ethical, and fair in our activities
- **Results:** Striving to exceed expectations
- **Quality:** Excellence in everything we do
- **Community:** Working together to improve a child's future
- **Inclusivity:** Welcoming everyone to join our mission in transforming lives together

A passionate adherence to these guiding beliefs continues to shape how we serve our employees, our clients, and the broader community.

CONTACT INFORMATION

Name	The Stepping Stones Group, LLC
Main Office	123 N. Wacker Drive, Suite 1150, Chicago, IL 60606
Date Started	Formed in 1989. Official Name Change - December 31, 2020
Type	Limited Liability Company. Incorporated in Delaware
Contact	Sarah Luxon, Vice President of Client Services
Email	sarah.luxon@ssg-healthcare.com
Phone	(888) 835-0894 X 203
Website	www.thesteppingstonesgroup.com

PRINCIPAL MEMBERS OF ORGANIZATION

Timothy Murphy, CEO

Anthony Rintalla, President

Sarah Luxon, Vice President of Client Services (main contact for this project)

Please see further information on reporting relationships within this response under "Additional Data"

a. PHILOSOPHY STATEMENT AND BUSINESS FOCUS

SOG is passionate about helping students in need across the country. We engage with school districts, educators, and parents to understand students' unique challenges and provide special education solutions. We leverage our longstanding history, national leadership, regional experience, and expansive professional network to effectively provide therapeutic and behavioral health services for our school district partners.

We understand and are qualified to meet and exceed the requirements set forth in the Waterbury Public School's RFP for Registered Behavior Technician Services. We are involved, accountable partners with our school district clients, and we work each day with that partnership - and our responsibility to ensure the quality and reliability of our clinicians and services - at the center of our activities. We believe we have the necessary experience and qualifications to continue fulfilling the needs of Waterbury Public Schools.

WHO WE ARE

SOG is the nationwide market leader in providing therapeutic, nursing, and behavioral health services for children with special needs.

- **Our mission:** *Transforming the lives of children, families, and communities together through our exceptional therapeutic and behavioral health services*
- **Commitment to our Core Values:** Trust, Integrity, Results, Quality, Community, Inclusivity
- **Dedication to our client relationships:** Our 34-year history working closely with our district partners is the foundation of our organization.
- **Stepping Up for a Cause:** SOG is intentional about serving its communities, and we believe small acts make big differences in the lives of people where we live and work. We are committed to giving back to the communities that we serve through our philanthropic efforts.
- **Inclusivity:** Our Diversity & Inclusion Council focuses on bringing about a more equitable environment to enable all employees to feel welcomed and included for their unique talents and contributions.

WHY SCHOOL DISTRICTS TRUST US

- **We Know School Districts:** We are the largest provider of school-based therapeutic and behavior support services nationwide, serving over 9,000 students in over 1,100 districts.
- **Quality is Our Priority:** We utilize an engagement and communication platform to enhance our employees' experiences and to monitor their fulfillment with their positions. This allows the team to stay informed of potential issues and fix potential problems early.
- **Our Experience:** We have specialized in serving school systems for 34 years and are working to positively impact the lives of more than 2.1 million children. We have been providing school-based services to Connecticut school districts since 2005, and we currently have over 150 clinicians working across the state.
- **Our Dedication:** We make sure our clinicians have the resources to do their job effectively so that your students are served appropriately. We ensure quality services and provide an experienced clinical leadership team.

EXPERIENCE, EXPERTISE AND CAPABILITIES

HOW WE ARE DIFFERENT

- **Clinical Quality:** Every clinician is managed by an experienced school-based clinician, not by someone in HR. Our operational leadership consists of licensed clinicians and educators whose support and mentorship promotes best practices and ensures that our staff members are successful in their district assignments.
- **District Professional Development:** We offer continuing education to your District. Each school year, we will offer your District and your employees exclusive access to ACE, NASP, ASHA, AOTA, Nursing, and APTA approved courses three times per year at no additional cost.
- **Training and Development:** We provide our staff with continuing education, training, resources, and mentoring through our professional development program, *Pathways to Success*.
- **Our Employees, Not Independent Contractors:** Our clinicians and educators are our employees, not independent contractors. As a result, we are able to exercise higher levels of accountability and expectations in the provision of services.
- **Personalized Team Approach:** We provide a dedicated **Triad** team (Clinical Manager, Client Services Manager, and Career Services Manager) that works together to deliver the highest level of service and support to the District and the students served.
- **Clinician Retention:** Our Net Promoter Score is rated as Excellent for our industry. The Net Promoter Score is a measure of how likely our clinicians are to recommend us to someone else. With such a high rating, our clinicians are more likely to return year after year, which results in reduced turnover.

OUR COMMITMENT

Together, we are transforming the lives of children and families, improving the quality of therapeutic and behavioral services, and joining with like-minded therapists, clinicians, and educators in order to have a greater impact in our communities. Our passionate leadership team and expansive clinical support network ensure the delivery of the highest quality therapeutic and behavioral health services to the District.

Family of Brands

The Stepping Stones Group grew from a simple belief: That every child is born with a special set of gifts. Throughout our history, we have partnered with ten mission-driven organizations that share in our vision. Our dynamic leadership team and expansive clinical support network ensure the delivery of the highest quality therapeutic and behavioral health services nationwide.



EXPERIENCE, EXPERTISE AND CAPABILITIES

COMMITMENT TO DIVERSITY & INCLUSION

The Stepping Stones Group is committed to diversity and inclusion. As a socially conscious employer driven by purpose, we welcome all people who have the heart to join us in our mission to transform lives together. Our Diversity & Inclusion Council focuses on bringing about a more equitable environment to enable all employees to feel welcomed and included for their unique talents and contributions. We celebrate the diversity of our colleagues and believe that by listening, learning, and empathizing with each other's life experiences we become a stronger organization.

b. SUMMARY OF RELEVANT EXPERIENCE

SOG has been providing school based special education services for over 34 years to school districts nationwide. In that time we have developed extremely strong partnerships with hundreds of school districts by aligning our services with the goals of the district with which we are working. In many of these relationships, SOG has become the sole provider of special education services to the respective district with extremely successful results. The more SOG is engaged with Waterbury, the more we will be able to put back into the district in the form of management, value added services, professional development, support and training.

SOG works with school districts of every size and scope across the country. Our total solutions approach to implementation and management provides a unique and tailored program for every school district we partner with. SOG works with hundreds of school districts both large and small and listing the details of each would become quite lengthy. The following is information on a few of the school districts in urban areas that SOG partners with and provides similar services to. For additional information please do not hesitate to contact our national office.

Relevant Work Experience

SOG has the experience and capabilities to provide continue to provide WPS with whatever level of staffing it may need, from simple position staffing to department management, and anything in between that would benefit its students. The projects described below attest to the success of some of our other current special education, therapy, and behavioral programs and the strength of our district partnerships, as well as our continued retention and growth.

Newark Public Schools

Address: 2 Cedar Street, Newark, NJ 07102
Enrollment: 40,500 students
Services: Speech Language Pathology, Occupational Therapy, Physical Therapy, BCBA, Paraprofessionals, and Social Workers
Status: We currently have 45 clinicians providing services in the district.
Years: 2015 – present
Project Description:



Our organization was chosen to provide PT, OT, and Speech services for Newark Public Schools (NPS) in 2015. As part of a commitment to quality and appropriate staffing levels, our Clinical Manager and Client Services Manager have quarterly meetings with the district. In 2015, we started with five related staffing professionals in NPS, and we have grown to 45 therapists for the 2022-23 school year, with a retention rate of 90% at this district. We have supported the district with its initiatives, and as a result, NPS has met the requirements and is now under local control. NPS relies on our organization to provide services during the school year and ESY.

We have provided a district-level Clinical Manager, Vidya Parekh, MS, CCC-SLP, to provide clinical support to the related service staff in NPS. Vidya works closely with the clinicians and new graduates, providing

EXPERIENCE, EXPERTISE AND CAPABILITIES

effective leadership and mentoring to ensure their success in the district. She also has regular communication with the district Special Education Manager to attend to their needs immediately. Vidya works as a liaison between the district and SSG to ensure timely and accurate submission of billing and SEMI compliance. She also conducts and arranges training and professional development sessions to help the therapists grow clinically. Vidya started with one administrative day and four therapy days and has grown to five full administrative days, which makes it more conducive for her to respond to the district and the therapists immediately.

Our association with NPS has grown over the years, and we continue to provide optimal service to the district. As of the 2020-21 school year, the district also requested our assistance to provide BCBAs, Paraprofessionals, and Social Workers, in addition to the other disciplines we provide on a regular basis.

Christina School District

Address: 600 N. Lombard Street, Wilmington, DE 19801

Enrollment: 14,000 students

Services: School Psychology, Board Certified Behavior Analysts, Paraprofessionals, Speech Language Pathology, Behavior Support Specialists

Status: We currently have 40 clinicians providing services in the district.

Years: 2013 – present

Project Description:

In 2013, our organization was chosen as one of three vendors to provide School Psychology services for the district. We have provided a Client Services Manager to oversee the account. She visits the district two times per year and is always available to respond to any district needs. Due to the pandemic, she is now visiting the district via virtual meeting and will be doing so on a monthly basis moving forward. We have a 90% retention rate year over year, and we currently have 40 clinicians providing School Psychology, Speech Language Pathology, Behavior Analysis, and Paraprofessional services in the district.

We have also provided a district-level Clinical Manager, Brittany Zehr, Ed.S., NCSP, to lead, support, and mentor the clinicians within the School Psychology department since 2013. Brittany is the President of the Delaware Association of School Psychologists. She works closely with new graduates to ensure their success in the district. She has also conducted on-site CE courses for all School Psychology staff at Christina School District. Brittany has:

- Provided materials and facilitated a book study regarding having difficult conversations
- Conducted training for non-school psychologists regarding manifestation determinations
- Provided on-demand CPDs from NASPs online learning center, which have included:
 - Addressing School Refusal and Truancy, Distinguishing Emotional Disability and Social Maladjustment: Law into Practice
 - "I can't get in trouble for one little e-mail, can I?" - What School Psychologists Need to Know about Law and Electronic Communication

Perth Amboy Public Schools, New Jersey

Address: 178 Barracks Street, Perth Amboy, NJ 08861

Enrollment: 11,200 students

Services: Speech Language Pathology, Occupational Therapy, Physical Therapy, School Psychology, Behavior Therapy Services

Status: We currently have 18 clinicians providing services in the district.

Years: 2015 – present



EXPERIENCE, EXPERTISE AND CAPABILITIES

Perth Amboy Public Schools selected SSG in 2015 as the sole provider over other therapy vendors that had been providing the district speech and related services for almost 20 years, when they saw the commitment to aligning with their initiatives for more effective and cost-efficient practices. Since then, SSG has been approved annually, during the tenures of three different Directors of Special Services, because of results achieved in movement toward inclusion and overall reduction of related services. Clear communication and collaboration with the district staff, especially the teachers and case managers, helped them understand the criteria for eligibility and the challenge of scheduling all related services: speech-language therapy, OT and PT for children, especially very young children. With disabilities like autism, transitions from the classroom to the therapy room could cause major behavioral outbursts. Moving the therapy into the classroom helped the teachers and paraprofessionals learn techniques and strategies that they could use all the time, resulting in a decrease in direct services. SSG helped the district implement Sensory Corners in select buildings for every self-contained special education classroom, used whenever the students needed calming or sensory stimulation. SLPs, OTs, and PTs led collaborative sessions in the classrooms demonstrating the use of the equipment so that teachers and aides could continue when the therapists were in other classrooms.

SSG aligned efforts with the district's initiatives to ensure that staff was trained to use therapy strategies. SSG led workshops on topics such as: data collection; AAC; fluency intervention; and interdisciplinary collaboration. SSG provided training for district general education and special education teachers on effective methods of co-teaching and also provided training for all the district's paraprofessionals on how to effectively work with the teachers in the classroom.

Haddonfield Public Schools

Address: 1 Lincoln Ave., Haddonfield, NJ 08033
Enrollment: 2,000 students
Services: Board Certified Behavior Analysts,
Behavior Technicians, Paraprofessionals
Status: We currently have 31 clinicians providing services in the district.
Years: 2020 – present



Haddonfield Public Schools
Growing in Excellence

Project Description:

Since 2020, The Stepping Stones Group has provided behavioral services to the district for BCBAs, BTs, and paraprofessionals. SSG has provided an on-site Lead Paraprofessional, who manages the substitute process, assists with administrative tasks, and liaisons with the school district. SSG has provided district staff training on Executive Functions in the Classroom for district paraprofessionals. SSG has provided Parent Workshops on:

- What is ABA?
- Executive Functioning and Your Child
- Mindful Parenting

EXPERIENCE, EXPERTISE AND CAPABILITIES

REFERENCES AND PROJECTS OF A SIMILAR NATURE

Name & Location	Stamford Public Schools 888 Washington Street, Stamford, CT 06901
Services	We are an approved vendor to provide BCBA, RBT, SLP, OT, PT, School Psychologist and Special Education Teacher services. We also manage the district's behavior classrooms
Contact Name & Phone Number	Mr. Wayne Holland, Director of Special Education (203) 249-4100; WHolland@StamfordCT.gov
Dates and Budget	2008 to present – Budget \$3M per year

Name & Location	William Penn School District 100 Green Avenue Annex, Lansdowne, PA 19050
Services	We are an approved vendor to provide BCBA, RBT, SLP, OT, PT, School Psychologist and Special Education Teacher services. We also manage the district's behavior classrooms
Contact Name & Phone Number	Ms. Geana Germana, Director of Related Services (215) 313-3852; ggermana@wpsd.k12.pa.us
Dates and Budget	2019 to Present – Budget Approximately \$3M per year

Name & Location	Christina School District 600 North Lombard Street, Wilmington, DE 19801
Services	We are the primary provider of SLP and related services to the district including BCBA, RBT
Contact Name & Phone Number	Dr. Tara Needham, Supervisor of Special Education (302) 552-2717; tara.needham@christina.k12.de.us
Dates and Budget	2013 to Present – Budget Approximately \$5M per year

All Projects listed above were completed in the original timeframe established

SSG is currently working with The City of Waterbury, Department of Education on three contracts. SSG is currently contracted to provide Registered Behavior Technicians, Board Certified Behavior Analysts and Speech Language Pathologists to Waterbury Public Schools.

c. PERSONNEL LISTING

Sarah Luxon, Vice President of Client Services
Jacob Carwell, Administrator
Megan Monahan, BCBA

Current SSG RBTs at Waterbury Public Schools

Camea White
De'Jon Council
De'Quan Digsby
Jalisa Pendarvis
Javon Damon
Lianny Ricardo
Mark Markland
Regan Worthington
Sarah Ali

EXPERIENCE, EXPERTISE AND CAPABILITIES

Umberto Posca
Vanezia Robledo
Victoria Nunes

Additional RBT Candidates

Kayla Bowens
Emily Ross
Tammie Isom
Rita Charles

d. CONFLICT OF INTEREST

The Stepping Stones Group, LLC has no business, financial or personal relationships with The City of Waterbury that may cause a conflict of interest for this project.

STATEMENT OF QUALIFICATIONS AND WORK PLAN

a. QUALIFICATIONS

Experience of the Firm

Our professionals are licensed and certified in the states in which they are assigned, have specialized training and experience in special education, developmental disabilities, pediatric rehabilitation, and/or mental illness, and work within the framework of IDEA, the ethical best practices of their disciplines, local District guidelines, and state and federal law. We will ensure that our clinicians and educators comply with the terms and conditions regarding licenses and certificates, fingerprinting, Medicaid service records, and all District rules and regulations.

SSG has reviewed the Qualifications (Section B) outlined in the RFP instructions, and we agree with all requirements and terms. We will recruit highly qualified clinicians who will meet the District's qualifications. We will also ensure that they perform all duties listed in the Scope of Work, including providing direct and indirect services, conducting evaluations, participating in IEP meetings, writing reports, coordinating with parents and staff, and following District procedures.

The clinical culture within SSG revolves around providing educationally relevant services and implementing strategies and best practice techniques to address the students' IEP goals.

SSG is committed to providing the most qualified and professional personnel to carry out the services needed by Waterbury Public Schools. We ensure SSG clinicians have extensive experience working with children, excellent communication skills and the ability to work independently as well as part of a team. We provide initial onboarding training as well as ongoing trainings for all areas of professional development. Please see below for the specific qualifications for the positions requested:

1. RBT position requirements are 18 years of age, possess a minimum of a high school diploma or national equivalent, complete 40 hours of training, complete a criminal background check, pass the RBT Competency Assessment, and pass the RBT exam. In addition, the RBT will have extensive behavior working with behavioral management procedures. The RBT will have experience working with severe behavioral concerns including but not limited to, aggression, self-injurious behaviors, elopement, spitting, biting, and verbal aggression. The RBT must possess the ability to remain calm in crisis situations and will be certified in Crisis Prevention Interventions (CPI). The RBT will have ABA training and experience running behavior plans with differential reinforcement of other and alternative behavior (DRO/DRA) procedures. The RBT will also be providing direct therapy to the child with some involvement in parent training.
2. SSG has provided RBTs to school districts across the country. SSG has RBTs currently in Emotional Support Classrooms, Autistic Support Classrooms and General Education Classrooms in need of behavioral assistance. SSG currently has RBTs that are working directly with individuals and RBTs providing complete classroom support. Please see references and contact information elsewhere in this proposal.
3. All school wide policies will be respected and followed as well as all State and Federal requirements and guidelines for students with special needs.
4. All RBTs have current certifications through the Behavior Analyst Certification Board (BACB) and have met all of the training and qualifications to renew their certificates when needed. RBTs are in compliance with their 5% supervised hours under a Board Certified Behavior Analyst, all criminal and federal background checks and child abuse clearances are up to date. All RBTs are in good standing

STATEMENT OF QUALIFICATIONS AND WORK PLAN

with the BACB and copies of certificates are available as well as access from the National RBT database on the BACB website. SSG agrees that all proposed RBTs are subject to the City's review of their qualifications. All SSG RBTs will be available to work 181 school days for 7.5 hours each day per the school calendar.

5. SSG will provide evidence of sufficient staff and a pool of experienced RBTs when requested by the City.
6. SSG understands that these positions require a Registered Behavior Technician (RBT) that has completed the 40 hour training covering topics including Measurement, Assessment, Skill Acquisition, Behavior Reduction, Documentation and Reporting and Professional Conduct and Scope of Practice. The RBT must have specific training in ethics and professional conduct. The RBT will have had completed a competency exam on the listed areas of performance as well as a passing score on the RBT exam. The RBT must have experience working in a school setting and running evidence based interventions with individuals in a classroom setting. The RBT is certified through the Behavior Analyst Certification Board and is directly supervised by a BCaBA or BCBA.
7. SSG RBTs will have training and experience providing instruction to students in a 1:1 setting, working with behavioral modification procedures and have the ability to work collaboratively in a classroom setting. The RBT will understand ABA principles, the prompting hierarchy, and task analysis procedures. The RBT must have experience following positive behavior support plans and collecting data needed for each specific plan. All RBTs must possess the qualities of compassion, patience and professionalism and have experience working with individuals with varying disabilities and functioning levels. Turnover rates are generally 10-12% year over year.
8. SSG will ensure that assigned RBTs demonstrate proficiency of any skill acquired through the RBT training they undergo. SSG will provide proof of proficiency to the City upon request.
9. All RBTs will be trained in first aid, CPR and with the use of an AED. Safety crisis management training will be provided for RBTs upon request. SSG agrees that all RBTs will attend 5 full day professional development days and will be required to work 7 hours on each of these designated days in accordance with Waterbury Public Schools.
10. Each SSG RBT will follow the City and School District policies, procedures, guidelines and other requirements as set forth by Waterbury School District.
11. All RBTs will have the following:
 - Criminal Background Checks
 - Department of Children and Families Registry Checks
 - Federal and State Fingerprinting
 - Drug Screening completion
12. SSG will ensure the RBTs are timely with their documentation, completion of reports, data or other documentation requested by Waterbury staff. The supervision of the RBTs will include fidelity checks, inter-observer agreement checks to ensure reliable and accurate data is being collected across all classrooms and students.

STATEMENT OF QUALIFICATIONS AND WORK PLAN

13. SSG will invoice the city monthly and provide backup documentation with the invoice.
14. SSG will work with The City of Waterbury to ensure that there is a fully accessible system in place for verifying hours worked by the RBT staff and personnel.
15. SSG and our RBTs will comply with all provisions of IDEA funding as it pertains to this contract.

METHODOLOGY – CAPACITY TO PERFORM WORK

It is our priority that our clinicians implement educationally relevant and evidence-based therapeutic and behavioral health approaches, follow best practice standards in their area of specialty, and implement services within the least restrictive environment.

Our clinicians will apply an integrated and collaborative approach to services, following your District's Multi-Tiered System of Supports or Response to Intervention guidelines and approach. Our clinicians will also participate in all aspects of the school-based identification and intervention process: from assessments and eligibility standards, to development, planning, and implementation of IEP services.

As members of the collaborative IEP team, our clinicians will help determine the right service delivery model and strategies to support the educational goals of each individual student. Service models may include individual or group service delivery, push-in, pull-out, consultative approaches, or any combination of the above. We believe that it is essential for all IEP team members to collaborate with one another on a regular basis in order to promote consistency and increase student success.

Pre-Referral Strategies, Including RtI

SSG clinicians will follow the policies and procedures defined by the District. Before an assessment is initiated, our clinicians may collaborate with IEP team members or school staff to discuss parent and/or teacher concerns regarding the student's academic and/or behavioral challenges. The clinicians will work with the team to determine specific strategies and modifications that can be implemented for a specified amount of time, in the general education environment. If necessary, a classroom observation may be scheduled.

SSG clinicians will lend support, provide strategies for interventions, and educate the IEP team members with regard to related disability areas, which have a negative educational impact on student performance. In addition, prior test scores, attendance records, medical history, and work samples may be reviewed to assist in making the right modifications for the student. This approach will frequently reduce unnecessary assessments and provide staff with the tools to help meet student needs.

Assessments

If an area of deficit has been identified that negatively impacts a student's academic performance, SSG clinicians will provide assessments in accordance with state and District guidelines. Assessment materials and protocols are administered based on the student's age, specific areas of academic concern, and culture. Once all data has been compiled, an evaluation report is completed, and the outcomes of the assessment are shared with the IEP team and family during an IEP meeting. The student's present levels of function, proposed goals, recommended accommodations, and potential interventions are discussed. If services are recommended, the information gathered during the assessment process will be used to develop the student's treatment plan and goals.

STATEMENT OF QUALIFICATIONS AND WORK PLAN

Consultation

SOG clinicians provide consultation services to support students' success and bolster their skills in various learning situations. Consultation involves different components, such as classroom observations, providing strategies for teachers and parents, and providing resources. Consultation may take place in or out of the classroom.

IEP Team Collaboration

SOG recognizes that parents and teachers are key members of the student's IEP Team. We encourage our clinicians to communicate with IEP team members regularly to keep them informed and to answer any questions they might have regarding the services the clinician is providing. In order to ensure consistency and continuity, our clinicians:

- coach the school staff in techniques and modifications for improved carryover and success
- participate in co-treatment sessions with other service providers, when appropriate
- provide parents/guardians with information on their child's disability and how it is being addressed at school
- provide home programs that include activities to reinforce services that are being provided throughout the day

Student Intervention

SOG clinicians understand that interventions are driven by the student's IEP goals, using best practice methodology and appropriate service delivery models (push-in, pull-out, consultative, collaborative) to address their individual educational needs. Whenever possible, services are integrated into the classroom, to ensure that the least restrictive environment is utilized. This promotes the carry-over of therapeutic strategies into the classroom and provides opportunities for staff education, collaboration, and consultation with key staff members that will be supporting the student's educational progress.

Progress Monitoring

SOG recognizes the significance of data collection, documentation, and accountability, as well as the importance of providing the appropriate amount of services stated in the IEPs. Our Clinical Manager will provide individualized support and direction to our clinicians and educators in the area of Progress Monitoring, as needed. They are available for direct visits, phone conversations, and email communications, and they can answer questions regarding data collection and documentation.

With regard to monitoring progress, our clinicians will:

- complete District and/or site-specific quarterly progress reports
- follow the District's policies and procedures for documentation and availability
- monitor the daily notes to determine progress
- record student IEP progress and keep printed progress reports in student records
- complete Attendance Logs in order to track the frequency and duration of services provided
- notify case managers when clinicians complete their portion of student progress related to Special Education services

Student Confidentiality, HIPAA/FERPA/IDEA Compliance, and Maintenance of Records

Our company and our employees understand and comply with HIPAA, FERPA, and IDEA regulations and guidelines to ensure total confidentiality and maintenance of student records/documents. We also abide by the understanding that all student records/documents are retained as property of the District. The importance of confidentiality and protecting the privacy of students' health information and students' education records is addressed during our Employee Orientation Process. This information is also covered

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in our Employee Handbook. We are committed to maintaining legal compliance and integrity in all aspects of our operations. Our employees are required to read and sign the company Compliance Program.

Scope and Service Cohorts

Below is a partial list of the services we provide:

Related Therapy	Related Behavioral	Education	School Nursing	Autism
Speech Language Pathologists	School Psychologists	Special Education Teachers	Certified School Nurses	Board Certified Behavioral Analysts
Occupational Therapists	Licensed Social Workers	Teachers for the Visually Impaired	Registered Nurses	Registered Behavioral Technicians
Physical Therapists	Mental Health Counselors	Teachers for the Deaf and Hard of Hearing	Licensed Practical/Vocational Nurses	Behavioral Technicians
Audiologists	Educational Diagnosticians	Sign Language Interpreters	Certified Nursing Assistants	Paraprofessionals
Therapy Assistants (SLPA, OTA, PTA)	School Counselors	Adaptive Physical Education Teachers		Instructional Aides
	Marriage and Family Therapists	Orientation and Mobility Specialists		

CAPABILITIES

Staffing Capabilities

Our longstanding history, national leadership, regional experience, and localized familiarity allow us to continue the growth of our professional network so we may effectively meet the staffing demands of our school district partners in every area of need. We continue to experience remarkable growth and success in recruiting highly skilled special education, therapeutic, behavioral health, and education professionals for our school district clients. This success is represented in our client retention rate, in which 92% of our school district partners have chosen to work with us year after year.

- Regional knowledge and experience.** As a longstanding local provider in Connecticut and current vendor to Waterbury, SSG is already familiar with the district's policies, procedures and special education programs. We understand the commutability factors from different areas of the city and surrounding New Haven County, and we use this knowledge and experience to match available clinicians with assignments in appropriate or commutable locations.
- Local and nationwide candidate pools.** SSG has built a large network and database of professionals that we can call upon when a school district partner has an opening. This database includes candidates in the Waterbury area, as well as candidates located throughout all 50 states. This allows us to expand our recruiting efforts to help source candidates relocating to the area if needed.

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- ***Creative sourcing and recruiting.*** Our organization uses proven recruiting techniques to uncover new candidate leads for our school district clients. Through creative, proactive, and personalized recruiting efforts, we can respond to the needs of your District to provide qualified and available candidates. We also work with universities and colleges across the country, including many in Connecticut. Our ongoing and broad recruiting strategies ensure that we have potential candidates in our pool today and that we are developing new candidates for the needs of tomorrow.
- ***Consistency of service and retention of clinicians.*** SSG is proud of the consistency of service that we offer our school district partners. The growth and satisfaction of our clinicians is an integral part of our company culture, so our clinicians tend to stay with us year after year. Maintaining these high retention rates allows us to offer returning staff to your District each school year.
- ***Ongoing and immediate staffing needs.*** We are committed to responding to the short notice needs of our clients. Our approach includes immediate access to our local / regional database of clinicians, offering special incentives and creative solutions to support the urgent needs of your district. As our relationship continues to grow with the District, so does our involvement with local clinicians and the ability to respond quickly with qualified and talented candidates.

RECRUITING AND HIRING

With over 34 years of experience in providing therapeutic and behavioral services, The Stepping Stones Group has established a unique approach to recruiting qualified personnel. Recruiters will review District provided job details and identify candidates that match the District's preference in terms of required licensure, credentials, availability, previous experience, knowledge, and flexibility. Within our thorough screening process, we also look beyond basic tangible skills. We qualify clinicians based on their professionalism, presentation, demeanor, positive mindset, and their desire to work with children with special needs. Our priority is to provide our school district partners with highly qualified, passionate clinicians that best match their needs.

By strategically structuring our recruitment team, our clients have dedicated recruiters that are subject matter experts in hiring for their areas and markets. For example, our senior recruiters have over 10 years of experience. This allows for fast, quality results and direct target marketing for candidates that fit their needs.

Request for Candidates

- SSG will receive a request for a clinician or educator from your Special Education Department via email, phone, or in-person visit.
- We will respond immediately, and within no more than 24 hours, with acknowledgement of the request and/or request for clarification.
- We will work closely with your District to review the caseload to determine any specific needs to ensure a successful placement.

Steps to Identify Candidates

- Search our database for candidates who match the job specifications
- Conduct local and online job database searches for candidates
- Launch marketing campaigns through email, referrals, mailings, and social networks
- Participate in state and national conferences, such as AOTA, ASHA, APTA, and NASP
- Connect with colleges and universities for alumni and recent graduate leads
- Attend career days and career fairs at universities and surrounding feeder states

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- We have developed a University Relations Program, dedicated to identifying new graduates who want to pursue a career in providing special education, therapeutic, and behavioral health services.
- It should also be noted that we hire many employee referrals, which is a testament to our high level of employee satisfaction.

Once a Candidate is Identified

- Recruiter completes a preliminary interview
- Recruiter reviews candidate's resume, confirms job history, and verifies licensure
- In select situations, our Clinical Manager conducts a Clinical Interview to screen the candidate and to determine the candidate's skill level. Candidates are chosen for their education, experience, specialty, flexibility, values, professionalism, and alignment with District specific selection criteria.

Once a Candidate is Deemed Appropriate for Submission to District

- Recruiter or HR conducts professional reference checks
- Recruiter obtains permission from the clinician to submit resume to the District
- Clinician is submitted to the District for consideration

Orientation

SOG provides each clinician with a comprehensive orientation, a detailed Employee Handbook, excellent support, and opportunities for mentoring when needed. It is our desire that our clinicians become an integral part of the culture of the schools and districts they serve. As a current partner with Waterbury, we will work with the district to confirm all information regarding their policies, procedures, and documentation requirements have remained unchanged from 2022-23. We will then provide direction, training, and guidance to ensure our clinicians learn this important information.

SOG will make every effort to educate, instruct, and monitor its clinicians to ensure they are following all district standards. This will include policies regarding dress code, wearing identification badges, following safety protocols, completing time logs, attending required meetings, recording data, etc. Specifically, we will review the Contractor Responsibilities set forth in the contract with its clinicians. We will work to ensure that all clinicians follow these requirements and maintain a professional presence. We will also provide ongoing support to our clinicians to ensure that all district rules and regulations are being followed.

Training

SOG provides customized training and coaching to meet your district's specific needs. These trainings are followed up with in person observations and documented feedback to ensure advancement. These trainings and workshops are provided at no additional cost to the district.

SOG provides district and state mandated training for its clinicians to ensure they maintain compliance, as well as additional training that SOG has determined is beneficial. Examples of training include: SOG Orientation, Autism/Behavior Support training, and COVID training. In addition to technical training, we also provide more generalized training that will help our employees be successful in school-based placements. Topics include soft skills, professionalism, and managing difficult situations. These training modules are housed in our learning management system, Bridge Academy. Training is geared to those that are new to schools, as well as experienced clinicians.

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Training and Development Program

Our **Pathways to Success Program** provides clinicians with individualized support, engagement opportunities, access to online continuing education resources, and mentoring through unique programs - Foundations and Bridge Academy - which are described below. Whether our clinicians are new graduates, new to schools, or experienced school-based clinicians, our company will provide them with the support and resources needed to be successful. Our Training and Development Program is led by Christine Dukes, CCC-SLP, SVP Quality, who has over 25 years of experience in education, recruiting, and management.

Foundations Mentoring Program

Foundations is a mentoring guide developed for employees who are new to the school environment, including new grads and therapists transitioning from other settings. It consists of a series of learning modules on Bridge Academy that helps clinicians navigate the complexities of working in school systems. Foundations can be self-guided or completed with an identified mentor.

Highlights include:

- *Caseload Management – Systems and Scheduling*
- *Time Management - Treatment, Meetings, and IEPs*
- *IEPs - Navigating the Process*
- *Service Delivery Models*
- *Assessments, Report Writing, and Documentation*
- *Professional Etiquette*

Bridge Academy – Continuing Education and Training Program

We know the importance and value of continued education and the prominent role it plays in contributing to the professional growth of our clinicians and the children they serve. Bridge Academy, our online training and development platform, hosted by industry-leader Absorb LMS, provides the tools and resources to continue professional development throughout a clinician's career and at **no cost** to the district.

Highlights of our development and training program include:

- *Experienced professional development team representing SLPs, OTs, School Psychologists, Nurses, Behavioral Staff, and more*
- *Webinars with a defined and discipline-specific curriculum provide opportunities to access courses at any time to earn CEUs and CPDs*
 - *SSG is an ASHA, AOTA, NASP, BACB, and Nursing approved/authorized continuing education provider*
 - *Live webinars provided monthly to address current topics and needs in school setting*
- *Library of over 175 recorded webinars available, including introductory courses with a variety of topics applicable to multiple disciplines*
- *Practical/Printable information including Monthly Toolkits, therapy ideas, and resources*
- *State and District specific required training*
- *Houses our Foundations program, Summer Series curriculum, Teletherapy Toolkit, Monthly CF Roundtables, and more!*
- *Dynamic reporting and course completion certificates available*

A calendar of events is thoughtfully created each school year, so the content is fresh and applicable. In addition to monthly webinars, courses are created to meet specific requirements at the state and district

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level. Bridge Academy allows for robust tracking and reporting to ensure clinicians have completed their required training prior to start.

Our multidisciplinary, professional development team creates and presents content to ensure our clinicians have access to free, convenient, and appropriate training resources. Our Professional Development team consists of qualified and experienced clinicians, who also act as Clinical Managers.

District Professional Development

To show our appreciation of your business, SSG offers our school district clients and their staff access to **Elevate “U”, our district PD platform**, at no cost. Select recorded webinars, which are eligible for ASHA, AOTA, NASP, and/or BACB CEUs and CPDs and Nursing Contact Hours, will be made available to you and your special education staff three times throughout the school year as part of our SSG District Partnership Program. These courses can be done either individually or in a group setting.

We also provide opportunities for districts to request workshops that are customized to the specific needs of the district. We can discuss options for personalized trainings and events hosted by SSG that can be live or pre-recorded.

All of our Elevate “U” offerings also come with dedicated technical support for users on our platform and provide an opportunity for participants to track courses completed within our system.


In 2022 alone, we offered 300 districts access to our exclusive webinars, with employees earning over 1,000 CEUs/CPDs/PD Contact Hours through our Partnership Program. Access to Elevate “U” through an SSG partnership offers tremendous savings to districts for PD when compared with PD subscriptions services that charge districts based on number of users. Our commitment to your district includes PD at no additional cost to your district.

Below is the calendar of webinars that are being provided for the 22/23 school year.



Previous District Offerings

- Using an Informed Decision-Making Model to Maximize Success in the Schools
- Managing the SLP School Workload
- Effectively Embedding Therapy Services Across the Student's Day
- Trauma 2.0 Moving Beyond Aces
- Data Collection Connection
- Starting Off Strong: Rapport Building Activities
- Behavior Support 101 in the School Setting
- Tips for Dealing with Student Anxiety
- Intervention Activities for Students with Moderate/Severe Learning Eligibilities
- Executive Function and the Learning-Disabled Child
- Professional Ethics for the School-Based SLP
- School Impact of Mental Health Disorders
- Mix It Up: Activities for Mindfulness, Movement, and Managing Emotions
- Cultural Competence 1.0



THE STEPPING STONES GROUP
Transforming Lives Together

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QUALITY CONTROL

Compliance Requirements

Our dedicated Compliance Department ensures that our clinicians meet all credentialing requirements before they are permitted to start working and performs ongoing checks to ensure that clinicians maintain these requirements throughout their assignment period.

Verification of Credentials

Required credentials will vary by specialty, level of expertise, school district, and/or state. Our Compliance Department will follow necessary regulations to verify that each clinician meets the requirements to perform services in the District. Any state licensure, state certification, national certification, or professional certification for our clinicians is confirmed to be Active and in Good Standing through the issuing agency. Credentials of our staff are validated directly through issuing agencies using their online database and copies of each are maintained securely within our HR Department for reference.

Ongoing monitoring is managed by validating updated license or certification records at each expiration/renewal period. Our Compliance Department also provides proactive reminders to our staff well in advance of any credential expiration to prevent any lapse in their license or certification.

District Compliance Requirements

We will obtain confirmation from the District regarding your contract provider requirements before they are allowed to begin work on campus and with direct interaction with students. These requirements may include items such as a school district or state fingerprint clearance, district-issued identification badge, criminal background checks (federal, state, county, child abuse registries), Tuberculosis test, or drug screenings. In addition, we will follow the District procedures regarding any periodic or routine checks required for ongoing compliance of these requirements.

Employee Onboarding

Our clinicians are our employees and as such, our Compliance Department ensures that our staff meets our onboarding requirements before they can begin work. These requirements include an additional background screen, I9 Employee Eligibility Verification, Federal and State tax withholding forms, and other company-related items.

Monitoring

SSG consistently monitors its staff to ensure that we consistently provide high quality clinicians and that we meet the needs of the District. The Clinical Manager will conduct meetings and care calls with clinicians to provide support and verify that they have developed a comfort level and a level of confidence in their roles. The Clinical Manager will also regularly connect with District staff via phone, email, or direct visits to confirm that our clinicians are meeting the needs of the District.

Communication

District staff can contact any SSG team member, including corporate staff, via phone or email at any time. We will also communicate regularly with District personnel to identify and address any new needs, review the services being provided, and address any questions. We will respond to your communications and requests in a timely manner and work quickly to solve any problems. Finally, we will be sure to follow up on any issues to ensure that the appropriate changes have been made to address the situation.

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Common Staffing Problems and Company Prevention Strategies

Absences	Ssg is committed to providing students with high quality, educationally relevant therapy services, and we will exhaust our options to prevent interruptions in service. If a clinician is absent for several, consecutive days, we will make every effort to find a substitute clinician. We have a database of clinicians looking for short-term assignments, and we also turn to recently retired clinicians to help fill leaves.
Preventing “No Show” Assignments	To prevent “no show” assignments, SSG provides a thorough pre-screening during the recruiting and hiring process and a high level of staff support once the candidate begins his or her assignment. It is a standard operating procedure for the Career Services Manager to regularly connect with the clinicians via phone, email, or direct visits to provide support and verify that they are succeeding in their roles.
Personnel Performance Issues	The Client Services Manager will also regularly connect with the District to ensure that our clinicians are meeting the needs of the District. If a District identifies any performance-based deficits or challenges with a clinician, the Clinical Manager will address the issue immediately and discuss the reported deficits with the clinician. It is our policy to be proactive in obtaining the facts of the matter and working with the District for a timely and positive resolution whenever possible.

CLINICAL OPERATIONS DEPARTMENT

The Stepping Stones Group provides Clinical Operations support and expertise in all states, for all of our service cohorts, which include: Related Therapy, Related Behavioral, Education, School Nursing, and Autism. Our clinical managers are experienced in and provide support for over twenty therapy, special education, and behavioral health disciplines.

Regional Directors and Clinical Managers

Regional Directors oversee day-to-day clinical operations for their regions. They lead, manage, and support a team of Clinical Managers assigned to the region. Regional Directors provide guidance to their Clinical Managers and assist them with any problem solving or performance concerns that impact our employees. They also promote quality and consistency across the region.

Clinical Managers are the face of the company! These clinical leaders will provide individualized support, guidance, and mentorship to clinicians we place in the District. Every SSG employee is assigned to a Clinical Manager. They provide tools and resources for our clinicians, so they are confident in delivering excellent services to the students they serve. The list below summarizes the Clinical Manager’s roles and responsibilities.

Clinical Manager Roles & Responsibilities:

- Complete candidate screenings and clinical interviews to identify quality candidates

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- Once candidate is hired, completes company clinical onboarding process
- Work with the Triad (the SDP support team comprised of clinical, recruiting, and client contacts) and/or the District contact to understand District expectations, policies, and procedures
- Provide consistent, individualized, and ongoing support, mentoring, and guidance
- Provide at least monthly touch points with employees, with frequency depending upon the level of support needed
- Discuss best practices with our employees and share clinical tips and ideas
- Monitor employees to determine that they are meeting District expectations and following District policies and procedures, including required documentation and service logs
- Provide District client visits either independently or in collaboration with the Client Services Manager, as needed
- Implement unique SSG programs created to ensure employee success
- Communicate with Triad and District personnel, as needed, to address any performance concerns that the District has brought to our attention
- Address performance concerns with employee and work with the Triad and the District to resolve them
- Provide ongoing, excellent customer service for employees, clients, and colleagues

b. WORK PLAN

Registered Behavior Technician (RBT)

SSG will provide up to 80 RBTs that are qualified and sufficient in providing behavioral services to students age 3-22, for the full school day across the year and summer if needed. This position must have experience providing support with behavioral modification procedures and the ability to work collaboratively in a classroom setting. The RBT will understand ABA principals, the prompting hierarchy, and task analysis procedures. The RBT must have experience following positive behavior support plans and collecting data needed for each specific plan. All RBTs must possess the qualities of compassion, patience and professionalism as well as understand positive programming and have cultural competency awareness. In addition will have extensive behavior working with behavioral management procedures. The RBTs will have experience working with severe behavioral concerns including but not limited to, aggression, self-injurious behaviors, elopement, spitting, biting, and verbal aggression. The RBT must possess the ability to remain calm in crisis situations and follow trained de-escalation procedures. The RBT will have ABA training and experience running behavior plans with differential reinforcement of other and alternative behavior (DRO/DRA) procedures. The behavior technician will have understanding in the following topics:

- Positive and Negative Reinforcement
- Prompts and prompt fading
- Using modeling and imitation training
- Using Shaping and Chaining
- Following Task Analyses
- Using appropriate schedules of reinforcement
- Use of extinctions
- Use of differential reinforcement
- Use of interventions based on manipulation of antecedents
- Use of self-management strategies
- Use of token economies and other conditioned reinforcement systems
- Use of functional communication training
- Use of data collection procedures including frequency, duration, interval and ABC data collection

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- Understanding basic functions of behavior
- Teaching the use of de-escalation techniques and coping strategies

SSG RBTs will be open to any duties the classroom feels appropriate to facilitate academic achievement for the student the RBT is working with as well as the other students in the classroom. RBTs will take direction from the classroom teachers and school administrative staff and accept feedback in a positive and professional manner.

RBTs responsibilities will include working with one or more students in areas identified in their individualized education plan. All RBTs will have effective communication skills and can work collaboratively in working towards the student's goals. RBTs will have highly sufficient skills in collecting data and documentation procedures. RBTs will work collaboratively with the BCBA and School Psychologists to help collect data to guide academic and behavioral goals needed for a student's Individualized Education Plan. The RBT will assist in communication of how plans and interventions are working according to the data collected.

SSG will provide RBTs who are flexible in working with one student or many to achieve each student's individual goals as listed in their IEP or individualized intervention plans. RBTs also are skilled in facilitating positive social interactions between students and can assist with social skills groups upon request.

All behavior and related services will be provided by BACB certified and qualified RBTs. All RBTs will be certified before starting an assignment with Waterbury Public Schools. SSG has the ability to fill all of the RBT needs of the district, and will adapt to the changing needs. All SSG RBTs will undergo DCF mandated report training, obtain satisfactory criminal background checks, drug tests and DCF registry checks as required under state and federal law. All required documentation will be provided to Waterbury Public Schools upon request.

All SSG RBTs will work under the supervision of SSG BCBAs in Waterbury Public Schools. In addition to our on-site BCBAs, SSG will also have program manager available who will be assigned to the City and who will respond to any issues or concerns of the City. The program manager will also manage attendance, performance, training, supervision, professional ethics and conduct in the work environment. In addition the program manager will be charged with RBT certification tracking. SSG RBTs will assist in implementing the students IEP and behavior plans. They will follow the instructions of Waterbury staff or SSG BCBAs, compile data and information as directed and provide other related services at the District's request.

The SSG RBT may work with one or more students based upon the students' IEP. SSG RBTs will work with students primarily located in Waterbury schools, unless otherwise requested.

SSG RBTs will be available to work for 181 days with students at 7.5 hours per day, which includes professional development on half days. In addition, all SSG RBTs will work full day professional development, in accordance with the Waterbury Public Schools calendar. SSG RBTs will also be available to work over the summer program for a total of 20 days at 5.5 hours each day.

SSG BCBAs will supervise its RBTs and monitor services provided and time billed by each and insure adherence to the terms of the contract. SSG RBTs will 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.

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Every SSG RBT will provide Waterbury with Medicaid documentation in a form and manner acceptable to the District and which is in compliance with the State of Connecticut Department of Social Services' regulations and other relevant law. All documentation will be submitted in a timely manner. The SSG RBT will utilize the web-based platform used by the City for purposes of claims and submissions to Medicaid.

SSG will submit prompt bills for services rendered no later than 30 days after the services were provided. Invoices will include any supporting documentation requested by the district. SSG supervisors and BCBA's will monitor the hours of service to ensure compliance with the terms and amount of the contract. Each invoice submitted to the district will note the hours used and remaining under the contract.

All SSG RBTs will attend an orientation upon hire to familiarize themselves with Waterbury Public Schools and the school based policies and procedures.

As the largest national provider of special education professionals, SSG maintains a consistent pool of candidates that will be ready to begin work at Waterbury on a moment's notice. In addition, our state and regional managers will all be Connecticut licensed providers that can be called upon to provide therapy in emergency situations to avoid service delays. If there are gaps in service or unexpected leaves of absence, SSG managers and supervisors will be ready to step in and fill the role to avoid any breaks in service. The SSG Client Services Manager will be in regular contact with representatives from Waterbury and will keep the district apprised of any gaps in service, and how any missed services will be completed.

In Addition – The Stepping Stones Group will adhere to all conditions (# 1 – 15) listed in Section H of the RFP.

FAILURE TO COMPLETE WORK, DEFAULT, LITIGATION

- a. SSG has never failed to complete any work awarded to the organization
- b. SSG has never defaulted on a contract.
- c. SSG is not subject to any pending litigation which could affect our organization's ability to perform this agreement.
- d. SSG has never had a contract terminated for cause.
- e. SSG has not been named in any lawsuit related to errors and omissions within the past five years.
- f. SSG has never filed for protection under the Federal bankruptcy laws at any time during its existence.
- g. There are no other factors or information that could affect SSG's ability to provide the services being sought about which Waterbury should be aware.

EXCEPTIONS AND ALTERNATIVES

SSG has no exceptions or alternatives to this RFP

IMPLEMENTATION PLAN

As the largest provider of special education and behavioral services in the country, SSG has the capacity to fill as many Registered Behavior Technician positions as required by WPS. Once awarded a contract with WPS, SSG will follow the steps and schedules outlined below to ensure the successful delivery of services. We will maintain open and frequent communication with District staff to ensure a seamless transition from a clinician's hire date to their first day of assignment.

Overview of Process

Before Award

- Begin confirming that any existing clinicians that SDP would like to return are confirmed for the coming school year.
- Building a pipeline of new candidates in anticipation of awarded contract
- Review compliance procedures including necessary certificates, fingerprinting, TB tests, etc.

Awarded Contract

- Submit signed contract and insurance documents
- Identify District's staffing needs, priorities, and preferences
- Begin interviews with candidates to be presented to the District
- Submit clinicians to the District for consideration

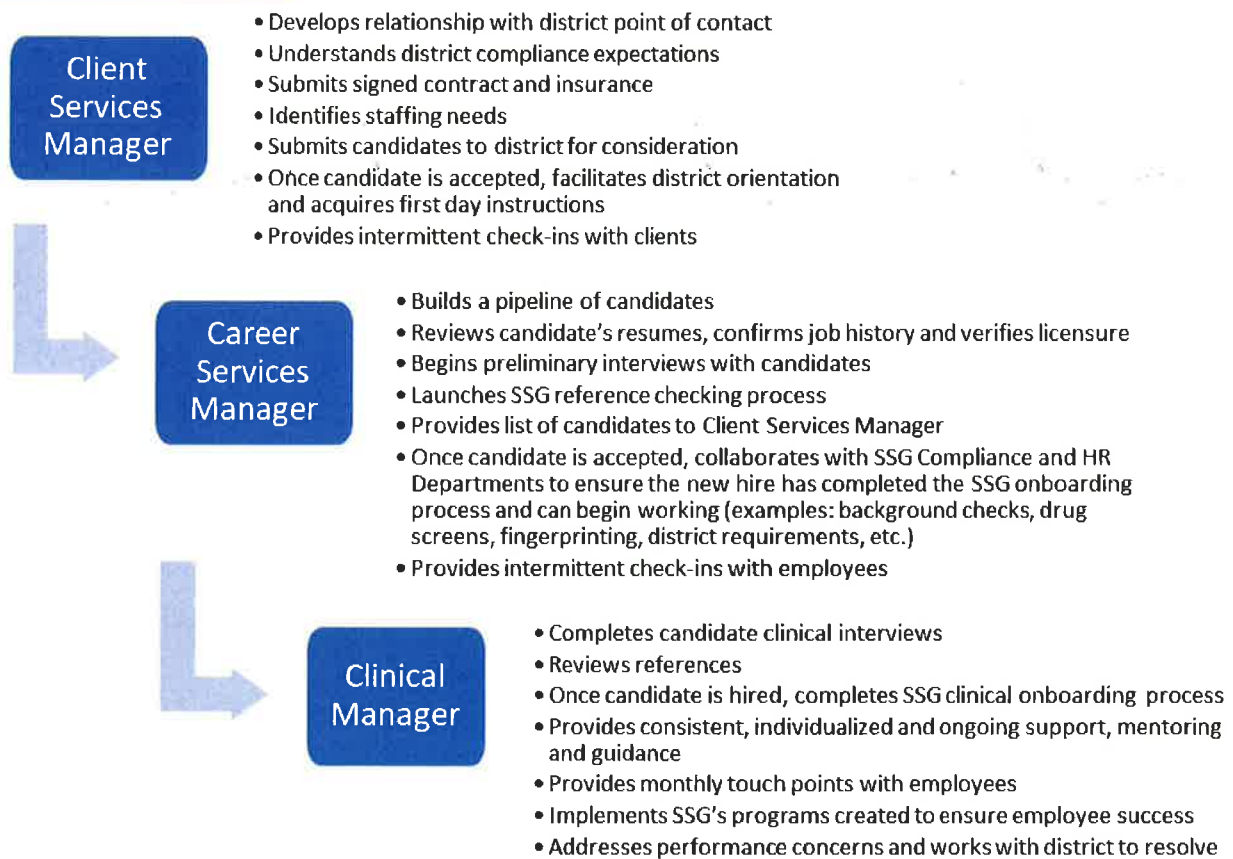
Placements

- Verify clinician's credentials (state licensure, certification, etc.)
- Run all necessary compliance per District regulations (fingerprint clearance, identification badge, background check, TB test, etc.)
- Onboard clinician per company policies
- Clinical Manager to assist with setup, scheduling, documentation, and IEP review on the first day of all placements at no additional cost to the District
- Clinician begins assignment at the District

Account Management

- Confirm process for invoicing and contract compliance (any changes from previous year)
- Provide ongoing management of clinician placements
- Provide ongoing clinician supervision, support, and mentoring
- Monitor and evaluate clinicians to ensure quality performance
- Establish District's preferences for the provision of training or CEU events
- Communicate regularly with District personnel

Roles and Responsibilities



Execution Strategy for Delivery of Services

1st week

- Confirm District expectations, policies, and procedures
- Obtain caseload from the District
- Set up room for services
- Set up logins
- Review student files and/or IEPs
- Create service schedules
- Meet District team and other staff
- Introduce and build rapport with teachers and building administrator/principal
- Obtain list of IEPs and Evaluations that are due within first month
- Start service delivery

30 days

- Ensure all trainings are complete on tracking and managing as well as billing for services
- Connect with case managers to plan for upcoming IEPs
- Check for screening referrals from previous school year and schedule initials
- Make an IEP calendar for the remainder of the year (initials, triennials, etc.)
- Services for all students must be in progress
- Collaboration with teachers and other IEP team members

- If irregularities are noticed within IEP, meet with case manager to hold a possible amendment
- Complete service documentation per District expectations/guidelines
- Establish evaluation deadlines for the school year
- Attend IEPs, if applicable

60-90 days

- Complete Progress Reports per District timeline
- Meet with administration to ensure the District requirements are met to date and adjust if needed

90+ days

- Plan for makeup sessions
- Plan for therapy during District testing weeks, etc.
- Between 90-180 days, especially during the "IEP Season," meet the team and plan in advance to meet the compliance deadlines for annuals and especially evaluations

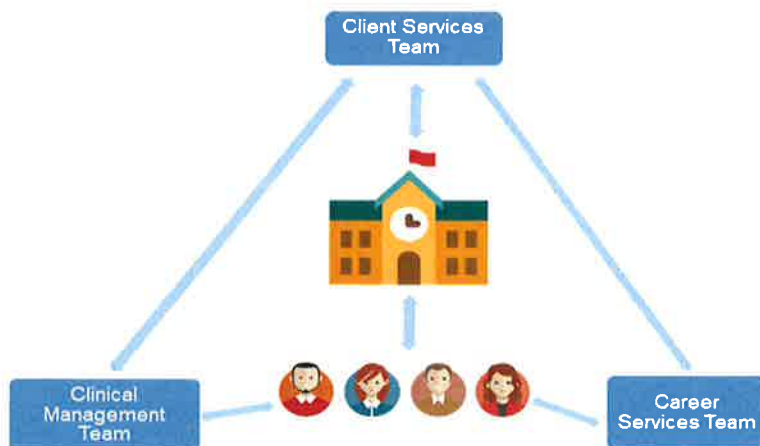
End of the school year

- Obtain information about the closing procedures
- Prepare documents/files giving information about the caseload, location of service delivery, location of files and student folders, and contact person in the school
- Ensure Medicaid documentation is up to date, if applicable
- Complete all scheduled IEPs
- Meet with the District management team to review District staffing needs and assignments, etc.

KEY PERSONNEL

Our organization uses a collaborative approach to ensure that the highest level of service and support is delivered to our school district partners, our employees, and the students served. We refer to this collaborative approach as our **Triad** model, and it is a cornerstone of our company culture.

SSG unifies all areas of District support into a dedicated **Triad** team. This elevates our focus, proficiency, and quality as we work together to deliver excellent customer service to our clients and clinicians. This focused collaboration is our framework for consistent communication, contribution, transparency, and trust. It is the foundation of our client and employee relationships.



Responsibilities for each **Triad** team member are highlighted in the summary below:

Triad Team		
Client Services Manager	Career Services Manager	Clinical Manager
<ul style="list-style-type: none"> Serves as the District's single point of contact and responsible for District satisfaction Responds to District staffing needs, submits candidates to district for consideration, helps coordinate placements Regularly reviews recruiting progress for the District's outstanding staffing needs Oversees invoicing and contract compliance Provides consistent communication and ongoing support to clients 	<ul style="list-style-type: none"> Builds an ongoing pipeline of qualified candidates to meet the District's staffing needs Verifies candidate credentials and begins preliminary interviews Conducts thorough professional reference checks Helps coordinate onboarding and District compliance requirements for new hires Provides intermittent check-ins with employees 	<ul style="list-style-type: none"> Completes candidate clinical interviews Delivers ongoing clinical support and reviews best practices with clinicians Provides supervision, mentoring, and evaluation of staff to ensure we are meeting district expectations and following district policies/procedures Addresses clinical performance concerns as needed Provides consistent communication and ongoing support to clinicians

ADDITIONAL DATA

Your dedicated **Triad** support team for Waterbury Public Schools:

Client Services Managers	Career Services Managers	Clinical Managers
Sarah Luxon 888-835-0894 x 203 sarah.luxon@ssg-healthcare.com	Vanessa Doria 484-302-7379 Vanessa.Doria@ssg-healthcare.com Ian Murray 610-875-6101 Ian.Murray@ssg-healthcare.com	Jake Carwell, M.Ed 630-254-2037 jacob.carwell@ssg-healthcare.com Brittany Zehr, Ed.S., NCSP 412-297-3324 brittany.zehr@ssg-healthcare.com Meghan Monahan, BCBA 610-256-0309 Meghan.Monahan@ssg-healthcare.com

Sarah Luxon – Vice President of Client Services

Sarah Luxon started with the Stepping Stones Group providing support to the Southern California region and quickly graduated into a role consulting for the entire state. She has since focused on strategic development of volume based Behavioral Health Services. In this role she emerged herself in Special Education Departments behavioral health programs and saw an opportunity to strengthen district staffing and professional development goals. Alongside with our Director of Recruiting, Sarah created a comprehensive Behavioral Program that allows our partners to easily manage a volume number of flexible and well-trained contractors with an abundance of additional supports for our school partners nationwide.

Sarah will be responsible for managing the partnership between SSG and Waterbury Public Schools. She will work to ensure that quality service is provided to the school on all levels. Specifically, she will:

- Serve as the district's single point of contact
- Respond to the district's staffing requests
- Regularly review our recruiting progress
- Work collaboratively to resolve any performance or clinical issues throughout the year
- Plan meetings with the designated Special Education contact as needed
- Oversee invoicing and contract compliance

Jake Carwell, M. Ed. – Clinical Manager

Jake has a diverse background working in the field of special education both as a leader and in the classroom. His area of focus, as well as his passion, is in training and developing staff who work with low incidence populations. Jake's experience includes conducting professional development on a wide range of topics related to behavior and crisis management, creating systems for students reintegrating out of private placements, and capacity building through systematic training and coaching. Through all of Jake's leadership roles, he has continued to demonstrate a passion for the training and development of staff and programs. Jake is a certified CPI trainer and enjoys partnering with districts to solve complex

ADDITIONAL DATA

problems. Jake's mission is to expand this exemplary service to the students with the highest needs in our partnering districts, as well as increase high-quality staff retention through training, program development, and collaboration.

Brittany Zehr, Ed.S., NCSP – Clinical Manager

Brittany has worked as a School Psychologist since February 2013 and a Clinical Manager since 2015. She has experience working with students with emotional and behavioral challenges across all age ranges. She has worked in and helped develop programming for emotional and behavioral programs and alternative school as well as served as a building-based school psychologist at the middle school level. Prior to working for The Stepping Stones Group, Brittany worked with individuals with chronic mental health issues for over five years. Her role as a Clinical Manager includes providing support to our school psychologists, special education teachers, and behavior analysts, serving as a liaison between district and SSG, as well as mentoring, training, and providing Continuing Education seminars.

Meghan Monahan – Regional Clinical Supervisor

Meghan has over 10 years of experience in the field of special education. She served as the lead emotional support teacher for five years before transitioning to administration. As an administrator, Meghan served as a building principal as well as a special education supervisor. Meghan recently received her Applied Behavior Analysis (ABA) certificate and more recently her BCBA certificate. As a BCBA clinical supervisor with SSG, she works regionally in New England, consulting with school districts to systematically develop and supervise in-district special education programs.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #14.12

June 13, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve a Professional Services Agreement with Apex Educational Solutions, LLC , for a three-year period, for Registered Behavior Technician Services for students in accordance with their Individual Education Plan (IEP), subject to any non-substantive changes approved by the Corporation Counsel's office..

EXECUTIVE SUMMARY

DATE: June 7, 2023

To: Board of Education
Board of Alderman

FROM: Miguel Pabon, Director of Pupil Services

RE: Approval of Agreement between the City of Waterbury and Apex Educational Solutions, LLC for Registered Behavior Technician Services

The Special Education Department requests approval of the attached agreement between the City of Waterbury and Apex Educational Solutions, LLC subject to any minor, non-substantive changes to be approved by the Office of the Corporation Counsel. This agreement is necessary in order to provide Registered Behavior Technician Services to identified students with disabilities, in accordance with their Individual Education Plan (IEP).

Apex Educational Solutions, LLC was awarded a three-year contract not to exceed \$2,131,837.25 for the entire term of the contract, and in accordance with the cost proposal and as set forth below:

For July 1, 2023- June 30, 2024, an amount not to exceed \$689,725.00, based on the hourly rate of \$47.00 per hour;

For July 1, 2024- June 30, 2025, an amount not to exceed \$710,416.75, based on the hourly rate of \$47.50 per hour;

For July 1, 2025 –June 30, 2026, an amount not to exceed \$731,695.50, based on the hourly rate of \$49.86 per hour;

The Special Education Department elected to issue a Request for Proposal #7609, for Registered Behavior Technician Services to provide services to students with disabilities. We received proposals from eight (8) vendors. The department formed a Selection Committee which included Miguel Pabon, Director of Pupil Services, Sharon Walsh, Assistant Director of Pupil Services, and Michelle Bibeau, Supervisor of Special Education. After reviewing the eight (8) vendor proposals, the top four (4) were selected for a follow-up interview. After careful review of all the proposals and information from the interviews, the Selection Committee recommended the following three (3) vendors to provide these services: 1) Connecticut Behavioral Health, LLC was awarded the main part of the contract (up to 40 RBTs); 2) Stepping Stones Group, LLC, was awarded up to 10 RBTs; and 3) Apex Educational Solutions was awarded up to 10 RBTs. This contract is paid with IDEA Grant funds. A tax clearance and all requisite city compliance documents have been or will be obtained.

PROFESSIONAL SERVICES AGREEMENT

RFP No. 7609

for

Registered Behavior Technician Services

between

The City of Waterbury, Connecticut

and

Apex Educational Solutions, LLC

THIS AGREEMENT (the “Agreement” or “Contract”), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (the “City”), located at City Hall, 235 Grand Street, Waterbury, Connecticut 06702 and Apex Educational Solutions, LLC (the “Consultant”), with a mailing address at 95 Main Street, STE 2, East Hampton, Connecticut 06424, and a business location at 98 S Turnpike Road, Wallingford, Connecticut 06492, a State of Connecticut duly registered domestic limited liability company. (Jointly referred to as the “Parties” to this Agreement.)

WHEREAS, the Consultant submitted a proposal to the City responding to **RFP No. 7609** for Registered Behavior Technician Services; and

WHEREAS, the City selected the Consultant to perform services regarding **RFP No. 7609**; and

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

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

1.1. The Project consists of, and Consultant shall provide, up to 10 Registered Behavior Technicians (RBTs) certified by the Behavior Analyst Certification Board (BACB) for up to 14,675 hours per contract year to provide behavioral and related services to Waterbury Public School District students ages 3-22 with disabilities as directed by the students’ Individual Education Plans (IEPs) and 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:

- 1.1.1 Addendum #1 to City of Waterbury RFP No. 7609, dated April 4, 2023, consisting of 3 pages, attached hereto;
- 1.1.2 City of Waterbury RFP No. 7609, consisting of 14 pages (excluding Attachments A-C), attached hereto;
- 1.1.3 Consultant's Revised Cost Proposal, provided June 7, 2023, consisting of 1 page, attached hereto;
- 1.1.4 Consultant's Response to RFP No. 7609, consisting of 30 pages (excluding staff resumes, Alternatives & Exceptions, and City contract compliance documents), attached hereto;
- 1.1.5 City Contract Compliance Documents, incorporated herein by reference;
- 1.1.6 Certificates of Insurance, incorporated herein by reference;
- 1.1.7 Licenses, incorporated herein by reference;
- 1.1.8 All applicable Federal, State, and local statutes, regulations charter and ordinances, incorporated herein by reference.

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

- 1.2.1 All applicable Federal, State, and local statutes, regulations charter and ordinances
- 1.2.2 Any Amendments to this Contract
- 1.2.3 This Contract
- 1.2.4 Addendum #1 to City of Waterbury RFP No. 7609
- 1.2.5 City of Waterbury RFP No. 7609
- 1.2.6 Consultant's Revised Cost Proposal
- 1.2.7 The Consultant's Response to RFP No. 7609

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

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

relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by the Consultant under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

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

2.3. Activities, Work, and Services Performed in Department of Education Facilities, on School Grounds, at Student Sporting Events, and/or where City Students Present. For all activities in school facilities and/or Department of Education facilities, the Contractor shall first be required to coordinate all on-site visits and activities with the appropriate Department/personnel in Education, or the designated person and shall obtain any necessary clearance, ID badges, etc.

2.4. Criminal Background Check and DCF Registry Check. The Consultant shall ensure, and represents to the City, that any employee who will be on school grounds/Department of Education Property/at Department of Education events and/or where City students are present, that will or may have direct contact with a student pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The Consultant shall further ensure, and represents to the City that any person who will have direct contact with a student has submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The Consultant shall not permit any person with a disqualifying criminal history to have direct contact with a student.

2.5. Activities, Work, and Services Performed on other City Property (Non-Education facilities). For all activities involving non-Board of Education facilities and/or buildings, Consultant shall first be required to coordinate all on-site visits and activities with the appropriate City Department or its designee.

2.6. Confidentiality/FERPA. Consultant shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education, Connecticut Department of Education and the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc. Consultant shall further ensure

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

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

2.6.2 Consultant acknowledges that in the course of providing services under this Agreement, it may come into the possession of education records of City Waterbury students as defined in and governed by Family Educational Rights and Privacy Act (“FERPA”, 20 U.S.C. § 1232g) and related regulations (34 C.F.R. § 99) Consultant and City shall comply with the requirements of said statute and regulations, as amended from time to time and Consultant agrees to use information obtained from the City or student education records only for the purposes provided in this Agreement. Without the prior written consent of the student’s parent or guardian, as required by FERPA, Consultant has no authority to make disclosures of any information from education records. Consultant shall instruct its employees of their obligations to comply with FERPA.

3. 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. If applicable or requested by the City, the Consultant 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 Consultant and/or delivered by the Consultant during the time period covered by the report, (iv) expressed as a percentage of the total work and services required under this Contract, the percentage of the total work represented by the work and services described in subsection

iii above, (v) expressed as a percentage of this Contract's Section 6 total compensation, the percentage of the total compensation represented by the work and services described in subsection iii above, (vi) the Consultant's declaration as to whether the entirety of the Consultant's work and services required in this Contract will be, or will not be, completed within the Contract's Section 6 total compensation amount, and (vii) any and all additional useful and/or relevant information. Each report shall be signed by an authorized signatory.

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

4. 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 commencing July 1, 2023, and terminating June 30, 2026.

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

6. Compensation. The City shall compensate the 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 **TWO MILLION ONE HUNDRED THIRTY-ONE THOUSAND EIGHT HUNDRED THIRTY-SEVEN DOLLARS AND TWENTY-FIVE CENTS (\$2,131,837.25)** for the entire term of this Agreement and shall be in accordance with Consultant's Revised Cost Proposal, provided June 7, 2023, and as set forth below:

6.1.1. July 1, 2023 – June 30, 2024

An amount not to exceed..... \$689,725.00
Based on the hourly rate of..... \$47.00 per hour

6.1.2. July 1, 2024 – June 30, 2025

An amount not to exceed..... \$710,416.75
Based on the hourly rate of..... \$48.41 per hour

6.1.3. July 1, 2025 – June 30, 2026

An amount not to exceed..... \$731,695.50
Based on the hourly rate of..... \$49.86 per hour

Total Amount Not to Exceed..... \$2,131,837.25

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. 7609** shall be solely borne by the Consultant and are not included in the compensation to be paid by the City to the Consultant under this Contract or any other Contract.

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

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

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

8. Indemnification.

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

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

8.3. The Consultant understands and agrees that any insurance required by this Contract, or otherwise provided by the Consultant, shall in no way limit the

responsibility to indemnify, defend, keep and hold harmless the City as provided in this Contract.

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

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

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

9. Consultant's Insurance.

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

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

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

the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims (“Tail Coverage”) shall be available for at least 60 months.

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

9.4.1 General Liability Insurance:

\$1,000,000.00 per occurrence

\$2,000,000.00 aggregate

\$2,000,000.00 Products and completed operations aggregate

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

9.4.2 Automobile Liability Insurance:

\$1,000,000.00 combined single limit (CSL)

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

9.4.3 Workers’ Compensation: Statutory Limits within the State of Connecticut:

Employers’ Liability:

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

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

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

9.4.4 Excess/Umbrella Liability:

\$1,000,000.00 each occurrence

\$1,000,000.00 aggregate

9.4.5 Professional Liability/E&O:

\$1,000,000.00 each Wrongful Act

\$1,000,000.00 aggregate

9.4.6 Abuse/Molestation Liability:

\$1,000,000.00 each Occurrence

\$1,000,000.00 aggregate

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

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

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

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

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

10.1. Permits, Laws, 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, gender identity or expression, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

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

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

12. Intentionally Omitted.

13. Termination.

13.1. Termination of Contract for Cause. If, through any cause, in part or in full, the fault of the Consultant, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination.

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

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

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

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

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

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

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

13.4. Rights Upon Cancellation or Termination.

13.4.1 Termination for Cause. In the event the City terminates this Contract for cause, the Consultant shall relinquish to the City any applicable interest, title

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

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

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

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

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

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

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

15.1. Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions;

15.2. war, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest, riots, pandemics or epidemics;

15.3. acts of governmental authorities such as expropriation, condemnation, changes of law and order or regulations, proclamation, ordinance, or other governmental requirement;

15.4. strikes and labor disputes; and

15.5. certain accidents including but not limited to hazardous, toxic, radioactive or nuclear contamination spills, contamination, combustion or explosion, which prevent a Party from fulfilling their obligations or otherwise render performance under the Contract impossible.

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

16. Subcontracting. The Consultant shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Consultant's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Consultant and shall name the City as an additional insured party and said

subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all Federal, State and Local, laws, regulations and ordinances but such requirement shall not relieve the Consultant from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.

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

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

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

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

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

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

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

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

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

25. Contract Change Orders.

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

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

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

25.1.3 the Final Completion Date has not been changed.

25.2. Notwithstanding the foregoing subsection 25.1, a Change Order shall not include:

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

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

25.3. That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed, and if agreed to, approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both the Consultant, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Consultant's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract. Any contract change NOT fully complying with this Section 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. 7609** and **(ii)** the Consultant's proposal responding to the aforementioned **RFP No. 7609**.

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 Law and Choice of Forum. This Contract shall be construed in accordance with the terms and conditions set forth in this Agreement and the law of the State of Connecticut without regard to choice or conflict of laws principals that would cause the application of any other laws. Any dispute or controversy arising out of or relating to this Contract or otherwise shall be determined by a court of competent jurisdiction in Waterbury, Connecticut (or the Federal Court otherwise having territorial jurisdiction over such City and subject matter jurisdiction over the dispute), and not elsewhere.

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: Apex Educational Solutions, LLC
95 Main Street, STE 2
East Hampton, CT 06424

City: The City of Waterbury
Attn: Department of Education
236 Grand Street
Waterbury, CT 06702

With a copy to: Office of the Corporation Counsel
City Hall Building
235 Grand Street, 3rd Floor
Waterbury, CT 06702

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

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

32.1. It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a

Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

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

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

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

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

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

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

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

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

32.10. The Consultant hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: <https://www.waterburyct.org/services/city-clerk/code-of-ordinances> [click link titled "Code of Ordinances (Rev. 12/31/19)". For Chapter 38, click on "Title III: Administration", then click on "Chapter 38: Centralized Procurement System". For Chapter 39, click on "Title III: Administration", then click on "Chapter 39: Ethics And Conflicts of Interest"]

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

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

the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

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

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

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

(Signature page follows)

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

WITNESSES:

CITY OF WATERBURY

Sign:_____

Print name:

By:_____

Neil M. O'Leary, Mayor

Sign:_____

Print name:

Date: _____

WITNESSES:

APEX EDUCATIONAL SOLUTIONS, LLC

Sign:_____

Print name:

By:_____

Sign:_____

Print name:

Date:_____

ATTACHMENT A

- 1.** Addendum #1 to City of Waterbury RFP No. 7609, dated April 4, 2023, consisting of 3 pages, attached hereto;
- 2.** City of Waterbury RFP No. 7609, consisting of 14 pages (excluding Attachments A-C), attached hereto;
- 3.** Consultant's Revised Cost Proposal, provided June 7, 2023, consisting of 1 page, attached hereto;
- 4.** Consultant's Response to RFP No. 7609, consisting of 30 pages (excluding staff resume's and City contract compliance documents), attached hereto;
- 5.** City Contract Compliance Documents, incorporated herein by reference;
- 6.** Certificates of Insurance, incorporated herein by reference;
- 7.** Licenses, incorporated herein by reference;
- 8.** All applicable Federal, State, and local statutes, regulations charter and ordinances, incorporated herein by reference.



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

ADDENDUM #1

April 4, 2023

RFP 7609 Registered Behavior Technician Services

Please refer to the questions and answers below.

Question: Do you require only one copy of the cost proposal in a separate sealed envelope or would you like one original and four paper copies?

Answer: Yes. We will need one original copy and the four copies. Each document must include a cost proposal.

Question: Would you like a separate file on the USB drive to contain the pricing information electronically?

Answer: Yes.

Question: Are you currently working with any agencies providing RBT services to your District?

Answer: Yes.

Question: Who are your current vendors and what prices do they charge?

Answer: The current vendors are the following:

Stepping Stones (Previously EBS) - \$37.85

CT Behavioral Health (CBH) - \$38.10

Question: Have these vendors been able to meet all of your RBT needs?

Answer: Vendors have had difficulty providing the number of staff requested.

Question: Do you require that clinicians resume(s) and/or licensure be submitted with the proposal?

Answer: Yes. As an attachment per the outline of the RFP proposal.

Question: How many hours are in a typical school day (i.e. how many hours are therapists allowed to be on-site and billing)?

Answer: A regular school day is dependent upon grade level:

- Elementary/ 6.25 hours
 - Middle School/ 6.5 hours
 - High School/ 6.5 hours
- Staff will be required to work up to 7.5 hours.

Question: How many work days are they assigned for the school year?

Answer: It is 181 School days, 20 summer days, 5 full professional development days, 22 half day professional days.

Question: Do you anticipate awarding to one or multiple vendors? If multiple, how many?

Answer: Yes. Up to 4.

Question: If multiple vendors, how will you utilize and notify awarded vendors for your staffing needs? (Ranked order, broadcast to all awarded vendors, or use of preferred vendors).

Answer: We will notify the awarded vendors via an email and publish a notification of the awarded via our procurement site.

Question: Will assigned clinicians have access to therapy materials, supplies, equipment, evaluation kits, and protocols provided by your schools?

Answer: Therapist can utilize any materials provided by the district upon request.

Question: Will assigned clinicians have access to computers/ laptops and printers provided by your schools?

Answer: Yes.

Question: Is the contracting agency able to bill for both direct and indirect treatment time (paperwork, meeting, teacher consultations, etc.)?

Answer: Yes. Per the contracting agency's rules and responsibilities to provide both indirect, direct treatment, and paperwork. It is included in their required 7.5 hours per school day.

Question: Can you please publish the current contract for these services? / What is the current rate?

Answer: The sample contract is included in the RFP.

Question: Page 3, Section C. Scope of Services, #3 Could you clarify, is Waterbury asking the vendors to provide clinical oversight over the RBT's assigned or would the responsibilities stated fall under the roles of an Account Manager that a vendor would assign to a school to manage the attendance and training?

Answer: No. To confirm the vendor must provide clinical oversight via a BCBA for all supervision hours for RBT certification.

Question: How many RBTs is the district requiring?

Answer: The vendor can provide up to 80 RBTs to provide behavior and related services to students with disabilities, ages 3-22.

Question: Who is the current provider?

Answer: Current providers are as listed: Stepping Stones and CBH (CT Behavioral Health)

Question: Who would provide the RBT supervision - would it be the responsibility of the vendor or does Waterbury have BCBAs who would provide the supervision?

Answer: To confirm it would be the responsibility of the vendor to provide RBT supervision.

Question: What schools/programs would the RBTs be assigned to?

Answer: RBTs would be primarily assigned to the following programs; Waterbury Autism program (K-12), Bucks Hill Pre- K, and any other students who may qualify for RBT support according to their I.E.P (Individualized Education Plan) in the city of Waterbury.

Question: Page 8 - Section 2 - Experience, Expertise and Capabilities, letter c. Personnel Listing- Is the City requesting we include RBT candidates and resumes of RBTs we may assign, or is the City asking for resumes of the internal team we will assign to the project?

Answer: Provide resumes for RBT's and project manager, as well as relevant licensure.

Question: For the hourly rates, do you accept a rate range? Do you need a fixed or flat rate?

Answer: Per the RFP it is preferred to have a fix rate. However, in the event the contractor is unable to produce RBT's the contractor can on board BT's at a lower rate until certified and must be completed within three months.

Thank you.

Maureen McCauley

Assistant Director of Purchasing – City of Waterbury

REQUEST FOR PROPOSAL
BY
THE CITY OF WATERBURY
DEPARTMENT of EDUCATION
Registered Behavior Technician Services
RFP # 7609

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

Up to 80 Registered Behavior Technicians (RBTs), as needed by the Waterbury School District, currently certified by the Behavior Analyst Certification Board (BACB), who provide behavioral and related services to students with disabilities ages 3-22. The initial contract period is for three years commencing on or about July 1, 2023 through June 30, 2026.

A. Background and Intent

The purpose of this request for proposal is to obtain hourly cost proposals for the next three years from reliable, licensed, experienced, professional proposers to provide BACB certified Registered Behavior Technicians as needed by the Waterbury School District for students with disabilities. The City reserves the right to assign RBTs to students based on the student's need and the needs of the Waterbury School District. The selected vendor or vendors will be responsible for the provision of services as set forth in student Individual Education Plans (EPs) or as directed by the District.

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 types of or similar services as those outlined in the Scope of Services in this Request for Proposal to students with disabilities ages 3-22. The RBTs may work with one or more students based upon the students' individual education plans. Students are primarily located in Waterbury schools.
2. A proven track record in providing these types of or similar services for similar school districts upon request and in a timely fashion within budget to the school district's satisfaction. Please provide the names, addresses, contact persons and phone numbers for all of the school contracts the proposer has had over the last five (5) years. The City reserves the right to contact any of these school districts for a reference.
3. 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 are compliant with the RBT training and certification standards, set forth by the Behavior Analyst Certification Board (BACB), and all staff and RBT's are competent in providing the services outlined in the scope of services. The proposer agrees that all proposed RBTs are subject to the City's review of their qualifications. All RBTs are required to work 181 school days with students in accordance with Waterbury Public School Year Calendar for 7.5 hours each day, Monday through Friday.
5. Evidence of sufficient staff and a pool of experienced and certified RBTs are to be provided to the City upon request and without delay, to fill its immediate and changing needs. The proposer agrees that all proposed staff for the District are subject to the City's approval.
6. The RBTs provided experience in a school setting working with evidence-based behavior intervention techniques and strategies with students with disabilities ages 3-22 in compliance with the students' IEPs and District directives.
7. The proposer must submit a list of the proposed staff's level of training in the school setting and individual experience working with students with disabilities, their ages and their behavior issues. The proposer will also provide retention/turnover rates of RBTs.
8. The Proposer will ensure that assigned RBTs can demonstrate proficiency of any skill acquired through the RBT Training to serve the students to whom they are assigned. The proposer will provide the proof of proficiency to the City upon request.
9. The proposer will provide, if possible, RBTs trained in Cardiopulmonary Resuscitation (CPR), administration of medications and use of the Automated External Defibrillator (AED). All RBTs are required to attend 5 full day professional development days and will be required to work 7 hours on each of these designated days in accordance with Waterbury Public Schools Year Calendar.
10. Each RBT provided must follow City and School District policies, procedures, guidelines and other requirements as set forth by Waterbury School District representatives.
11. The proposer must obtain prior satisfactory criminal background checks, Department of Children and Families (DCF) Registry checks, fingerprinting and drug screening of each RBT candidate. In addition, each RBT shall complete the mandated reporter training on child abuse and neglect offered by the Connecticut DCF prior to placement in the District.
12. Each RBT shall provide timely and complete reports, data, or other documentation as requested by Waterbury staff.

13. The proposer will invoice the City monthly and provide backup documentation with the invoice.
14. The proposer must provide a transparent electronic and fully accessible system for verifying hours worked by RBT staff and personnel. This shall include access to review paid time off, sick time, holiday time, attendance, and lunch breaks.
15. The successful responder/contractor shall comply with all provisions of IDEA funding as it pertains to this contract.

C. Scope of Services

1. The proposer agrees to provide up to 80 RBTs to provide behavior and related services to students with disabilities, ages 3-22, for the number of hours, days or portions thereof as the City may need during the school year and during the summer program if applicable. All hours billed must be for work performed for the City during school hours on days the school is in session.
2. Behavior and related services must be provided by BACB certified and qualified RBTs without delay to fill the immediate and changing needs of the District. The proposer will ensure that all RBTs working in the Waterbury School District have had DCF mandated reporter training, satisfactory criminal background drugs tests and DCF registry checks as required under law and will provide the City proof upon request.
3. The RBTs will work under the supervision of the proposer who will designate a program manager that will be responsible for managing all RBTs and credentials with respect to the following: attendance; performance; training; supervision; professional ethics and conduct within the work environment; RBT certification; RBT certification tracking process; and ongoing regular communication and collaboration with designated Waterbury Public Schools staff
4. The RBTs will be assigned a student or students and other related responsibilities by City personnel. They may assist in implementing the student's IEP and behavior plans, follow the instructions of Waterbury staff and the BCBAs, compile data and information as directed and provide other related services at the District's request.
5. The RBTs may work with one or more students based upon the students' individual education plans. Students are primarily located in Waterbury schools. Work hours consist of the hours the students are in school.
6. RBTs will work 181 days with students at 7.5 hours per day, including professional development on half days. In addition, all RBTs are required to work full day professional development, in accordance with the Waterbury Public Schools District Calendar; and during the Extended School Year

Program for a total of 20 days, at 5.5 hours each day, Monday through Friday.

7. The proposer will supervise its registered behavior technicians and monitor services provided and time billed by each and insure adherence to the terms of the contract. The proposer's RBTs will 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.
8. RBT staff shall submit in a timely manner the appropriate documentation required for Medicaid billing purposes. The RBT staff will utilize the web-based platform used by the City for purposes of claims submissions to Medicaid (e.g., CT-SEDS, Compuclaim, Frontline). The RBT staff will complete service logs and monthly progress reports in such web-based applications for students. The RBT staff will not determine Medicaid eligibility of the student. Daily service logs and monthly progress reports will include date and times of services, names, disciplines, and licensing information of the individual providing the services; and shall be signed by the individual(s) who performed and/or supervised the service.
9. The proposer will submit prompt bills for services rendered no later than 30 days after the services were provided with supporting documentation as requested by the District. The proposer will monitor the hours of service to insure compliance with the terms and amount of the contract and will note the hours used and remaining under the contract on each bill submitted to the District.
10. All BCBAs are required to attend orientation upon hire to discuss Waterbury Public Schools District and School based policies and procedures.
11. The proposer will provide a work plan to provide substitutes in case of an absence of staff.

D. Agreement Period

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be July 1, 2023 through June 30, 2026.

E. Insurance

The respondent shall provide insurance as set for in **Attachment D** provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial category as shown in the most current A.M. Best Company ratings.

F. 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 complete and sign the items and any forms included in Attachment A. (Contract Compliance Packet).
3. All questions and communications about this request for Proposal and submission requirements must be directed to the City of Waterbury ProcureWare website and must be received **by 2:00 PM on March 30, 2023**. Prospective proposers must limit their contact regarding this RFP to the Purchasing Director or such other person otherwise designated by the Purchasing Director. Responses to questions submitted by the above date or identified at any Information Session to be held in regard to this RFP, **along with any changes or amendments to this RFP**, will be available via the City of Waterbury ProcureWare website **by April 4, 2023, 2:00 PM**. It shall be the responsibility of the proposer to download this information. If you have any procedural questions in this regard, please call the Purchasing Director at (203) 574-6748.

G. Management

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

H. Conditions

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

1. All proposals in response to this RFP are to be the sole property of the City. Proposers are encouraged **not** to include in their proposals any information which is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.
2. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the City.
3. The timing and sequence of events resulting from this RFP will ultimately be determined by the City.
4. The proposer agrees that the proposal will remain valid for a period of 120 days after the closing date for the submission and may be extended beyond that time by mutual agreement.

5. The City may amend the terms or cancel this RFP any time prior to the execution of a contract or purchase order for these services if the City deems it to be necessary, appropriate or otherwise in the best interests of the City. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered. At his option, the City's Director of Purchasing may provide all proposers with a limited opportunity to remedy any technical deficiencies identified by the City in their initial review of proposals.
6. The proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel from the proposal during the course of the agreement period must be approved by the City, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the City. At its discretion, the City may require the removal and replacement of any of the proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the City.
7. All subcontractors hired by the proposer awarded a contract or purchase order as a result of this RFP must have prior approval of the City prior to and during the agreement period.
8. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.
9. A proposer must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary by the City to satisfactorily meet the requirements set forth or implied in the proposal.
10. No additions or changes to the original proposal will be allowed after submittal, except as may be allowed by the City, at its option, in accordance with Section H.5. of this RFP. While changes are not permitted, clarification of proposals may be required by the City at the proposer's sole cost and expense. The final price and scope of services of any contract or purchase order resulting from this RFP may be negotiated with responsible proposers.
11. The proposer may be required to give presentations to the extent necessary to satisfy the City's requirements or needs. In some cases, proposers may have to give presentations or further explanation to any RFP selection committee established by the City.
12. The proposer represents and warrants that the proposal is not made in connection with any other proposer and is in all respects fair and without collusion or fraud. The proposer further represents and warrants that it did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent,

representative or employee of the City participated directly in the proposer's proposal preparation.

13. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the requested format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.
14. The proposer must accept the City's standard agreement language. See Attachment B.
15. Any contract or purchase order resulting from this RFP process will represent the entire agreement between the proposer and the City and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability for payment of services under the terms of the contract or purchase order until the successful proposer is notified that the contract or purchase order has been accepted and approved by the City. Any contract resulting from this RFP may be amended only by means of a written instrument signed by the proposer and signed by the Mayor.

I. Proposal Requirements & Required Format

One original (1) and four (4) paper copies of the proposal, as well as a copy of the original proposal in pdf format on a CD or flash drive, must be received at the following address no later than **11:30 AM on April 10, 2023**. **Proposals received after that time shall not be considered.**

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

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

corporation to furnish any information requested by the City of Waterbury in verification of the recitals included in its response to this RFP.

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

1. Proposer Information: Please provide the following information:

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

2. Experience, Expertise and Capabilities

- a. Philosophy Statement and Business Focus. A statement of the proposer's philosophy and approach in undertaking the services of the nature outlined in the RFP, as well as a description of its primary business focus.
- b. Summary of Relevant Experience. A listing of all projects that the proposer has completed within the last three (3) years must be provided, as well as all projects of a similar nature to those included in the Scope of Services in this RFP. The following information shall be provided for each organization listed under this subsection:
 - Organization name and the name, title, address and telephone number of a responsible contact person.
 - Nature of services provided and dates services started and actually completed. Please indicate, for each assignment, if it was completed within the original contract timeframe and budget. If not, please explain.
 - For each project done for a municipality or other government agency, please indicate the gross cost of the agreement.Additionally, please list any contracts or purchase orders in the last three (3) years between the proposer and any agency of the City of Waterbury.
- c. Personnel Listing. A complete listing of the staff identified in the work plan by job classification, along with their resumes. Each resume shall include the individual's qualifications and experience in the subject area.
- d. Conflict of Interest. Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest.

3. Statement of Qualifications and Work Plan

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

4. Cost Schedule. Proposals shall include a single price for work to be performed in accordance with this RFP, inclusive of all personnel and non-personnel expenses. This price should encompass the entire Scope of Services in this RFP. The City reserves the right to negotiate costs, scope of services, and key personnel based on provider proposals. In order for the City to evaluate the proposed cost, proposers must include for each element in the Work Plan outlined in Section I.3.b. above, the staff, hours, hourly rates and the total cost. Include details generally associated with non-personnel costs as an additional cost section.

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

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

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

Please respond to the following questions:

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

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

J. Evaluation of Proposals; Selection Process

1. Evaluation Criteria

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

- a. Proposed statement of work. Emphasis will be on grasp of the issues involved, soundness of approach and the quality of the overall proposal.
- b. Proposed cost schedule.
- c. Experience, expertise, and capabilities of the proposer. Background, qualifications, and previous experience of personnel to be assigned to the project and their demonstrated competence, experience and expertise in the type of work to be performed. The type of experience, expertise, capabilities, and qualifications desired are outlined in Section B. - Qualifications of this RFP. The City may contact one or more of the organization references listed in Section I.2.b. of this RFP as part of assessing the experience, expertise and capabilities of the proposers or those selected as the finalist(s).
- d. Time, Project and Cost Schedule. Emphasis will be on the proposer's record with completing tasks and producing the necessary products within required time frames and within budget.

2. Selection Process

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

K. 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.

L. Federal, State and Local Employment Requirements

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

M. 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.

N. State DAS Requirements for Construction Projects

If applicable, Proposers shall submit with their Proposals their DAS Contractor Prequalification Certificate along with a current Updated Bid/Proposal Statement. In addition, any named Subcontractor whose subcontract value is equal to or greater than \$500,000 shall hold a current DAS Contractor Prequalification Certificate in the closest applicable Classification of the work that the Subcontractor will complete in the contract.

The proposer must submit with their proposal, all applicable Subcontractor DAS Prequalification certificates. Any Proposal submitted without a copy of the DAS Prequalification Certificate and an Updated Bid/Proposal Statement for the proposal and DAS Prequalification Certificates for Subcontractors whose subcontract value is equal to or greater than \$500,000 shall be invalid.

The Successful Proposer and each of its Subcontractors having subcontracts in value equal to or greater than \$500,000 shall maintain and keep current their respective DAS Contractor Prequalification Certificates at all times during the term of the Contract and any warranty period set forth in the Contract Documents.

O. Bid Bond - NOT APPLICABLE

Each Proposal submitted shall be accompanied by a Proposal Security (a Certified Check or Bid Bond) in the amount of **ten (10) percent** of the Total Proposal Price.

P. Performance/Payment Bonds - NOT APPLICABLE

The Proposer to whom a contract is offered, must furnish to the City, if that contract has a total cost greater than \$50,000.00, a 100 percent Performance Bond with a surety, and in a form, acceptable to the City. In the City's sole discretion, it may also require a 100 percent Payment Bond and/or other additional security with a surety, and in a form, acceptable to the City.

Five (5) Attachment A Documents

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

One (1) Attachment B Document

- SAMPLE CONTRACT

One (1) Attachment C Document

- ADDENDUM/CERTIFICATION/NOTICE OF ACCEPTANCE

One (1) Attachment D Document

- INSURANCE REQUIREMENTS

Attachment D

Insurance Requirements

Contractor/Vendor shall agree to maintain in force at all times during the contract the following policies and minimum limits and shall name all entities, individuals, etc., identified below as an Additional Insured on a primary and non-contributory basis to all policies, except to those policies expressly excluded below. Additionally, all policies, with the exception of those expressly identified otherwise, shall also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A"VIII.

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

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

General Liability: \$1,000,000 each Occurrence
 \$2,000,000 General Aggregate
 \$2,000,000 Products/ Completed Operations Aggregate

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

Workers Compensation: WC Statutory Limits
 Employer Liability (EL)
 \$1,000,000 EL each Accident
 \$1,000,000 EL Disease each Employee
 \$1,000,000 EL Disease Policy Limits

Excess/Umbrella Liability: \$1,000,000 each Occurrence
 \$1,000,000 Aggregate

Professional Liability/E&O: \$1,000,000 each Wrongful Act
 \$1,000,000 Aggregate

Abuse/Molestation Liability Insurance: \$1,000,000.00 each Occurrence
 \$1,000,000.00 aggregate coverage.

(Applicable to Contractors working directly with Youth/Minors)

Wording for Additional Insured Endorsement and Waiver of Subrogation:

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



Cost Schedule – RBT

APEX believes the biggest roadblock to a successful school based RBT program is RBT staff turnover which is much more common than it needs to be. High turnover rates not only impact student progress but bear a huge hidden cost to all parties involved in time and money in recruiting, hiring, onboarding and training multiple times for the same position.

APEX also understands District budgetary constraints that can often-times exaggerate and even promote high turnover rates if not competitive with the current market.

APEX sets RBT pricing in line with current CT State Medicaid reimbursement rates and commercial insurance rates for similar services while also monitoring the macro school environment for RBT employee rates. This allows APEX to have confidence that employee compensation is not a major factor to promote future turnover. Fair market rates also benefit the District in the long run with consistency in staffing and services which (in turn) improves student progress and can help reduce outplacements at a cost savings when compared to the cost of an RBT.

2023/2024

Behavior Technician (not yet certified to RBT credential):	\$45.00/hour
Registered Behavior Technician:	\$47.00/hour

2024/2025

Behavior Technician (not yet certified to RBT credential):	\$46.35/hour
Registered Behavior Technician:	\$48.41/hour

2025/2026

Behavior Technician (not yet certified to RBT credential):	\$47.75/hour
Registered Behavior Technician:	\$49.86/hour

APEX expects (and is ready) to be continuously recruiting, hiring, training, onboarding and coaching new staff over the course of the 3-year agreement to meet the needs of Waterbury Public Schools. The rates above include all associated and ongoing costs as it relates to sourcing, recruiting, interviewing, hiring, background checks, onboarding, 40-hour RBT training subscriptions and expensive facilitation time by owners and BCBA's weekly during RBT Training Academies. The rates also include investments in time tracking technology, additional CPR and PMT training and additional insurance coverages required by the RFP. The rates also include unlimited and immediate access to APEX Owners for any reason as well as managing RBT credentials, attendance, performance, training, supervision requirements and conduct.

APEX has priced a conservative 3% increase year over year which may be well below actual inflationary increases but should allow for continued investment in all areas noted above as well as continuity and consistency in staffing from year to year to help partially absorb expected rising wages and 20%+ health benefit cost hikes.

Not included in this cost proposal is the 5% RBT Supervision time required by the BACB (this would be part of the BCBA RFP).

2023

Proposal

RFP 7609
Registered Behavior Technician Services



Mailing Address
95 Main Street, STE 2
East Hampton, CT 06424

Learning Center (ABA Clinic)
98 S Turnpike Road
Wallingford, CT 06492



April 10, 2023

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

APEX Educational Solutions, LLC (APEX) is pleased to submit the following proposal for consultative and behavioral intervention services to Waterbury Public Schools.

APEX is quickly becoming one of Connecticut's premier providers of effective and efficient school-based consultation and intervention services. While we are a relatively new company (since 2016), our commitment to student success, training practices, and meaningful collaboration is unparalleled. We are goal oriented individually and collectively, and pledge to work diligently to support student growth and Waterbury Public School district initiatives.

APEX is comprised of experts in the field of education, including School Psychologists, Special Education teachers and Board Certified Behavior Analysts (BCBAs). We are seasoned professionals and we have worked in both public and private education school settings. We have extensive experience collaborating with school-based special education staff to provide high quality, specially designed instruction of sufficient intensity, so each student has the opportunity to achieve to a high standard. To date, APEX has demonstrated the ability to continually meet the changing needs of our District partners over multiple years, as evidenced by numerous multi-year partnerships in our 7-year history. Thank you for considering our proposal. We are excited about the potential for a partnership with Waterbury Public Schools.

Best Regards,

A handwritten signature in black ink, appearing to read "J. Doane", with a stylized flourish at the end.

Cofounder, CFO
APEX Educational Solutions
860-574-3138
jdoane@apexeducationalolutions.com



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Proposer Information:

- a) Firm Name: APEX Educational Solutions, LLC
- b) Permanent Main Office Address: 95 Main Street; STE 2, East Hampton, CT 06424 (Mail); 98 S Turnpike Road, Wallingford, CT 06492 (Learning Center – ABA Clinic)
- c) Date Firm Organized: March 4, 2016
- d) Legal Form of ownership: LLC
- e) APEX Educational Solutions has been engaged in ABA school consulting services for seven plus (7+) years
- f) APEX Educational Solutions is a local family run and family-owned agency with Founders/Owners highly engaged in the day-to-day success of the districts, students, families and children serviced. Founders/Owners are Andrew Moyer, Megan Moyer, Jase Doane and Melissa Doane

Founders/Owners:

Andrew R. Moyer, NCSP, BCBA, LBA

Cofounder, President and Consultant

Andrew R. Moyer is a Nationally Certified School Psychologist and Board-Certified Behavior Analyst.

Prior to co-founding APEX Educational Solutions, LLC, Andrew practiced in both public and private special education school settings as a school psychologist, BCBA and an administrator, working with diverse populations. These populations included regular education students, as well as students receiving services under special educational diagnoses, such as autism, intellectual disabilities, emotional disturbance, language impairment, specific learning disabilities and ADHD.

In addition to providing direct services to students, Andrew has also consulted with public schools, assisted with program development and has conducted professional development sessions for the purposes of staff training and skill development.



Megan Moyer, MS

Consultant

Megan Moyer has over 10 years of experience as a school psychologist in a public school setting. She is a highly organized individual with extensive experience consulting with parents, teachers and other service providers to implement appropriate educational programming. Megan is skilled in assessing behavioral issues, as well as designing and implementing programs to help children remediate behavioral difficulties so they can access the general education curriculum in a meaningful way. Megan has participated as a member of Scientific Research Based Intervention (SRBI) teams, where she worked with school staff members to review data and assist in determining when students moved from Tier 3 support to special education eligibility evaluations.

Megan is well versed in the assessment of learning disabilities, social/emotional issues and intellectual disability. She has provided individual and group counseling to students with social and behavioral issues to help them learn strategies to become more successful in the classroom.

Helping parents understand the special education process and their rights is a passion of Megan's. As a member of the Planning and Placement Team (PPT), Megan has been responsible for coordinating PPT meetings and assuring compliance to state guidelines with respect to eligibility, timelines and special education law.

Providing mentoring and guidance to graduate students in assessment, counseling and intervention, Megan has been a supervisor to individuals training to become school psychologists. Megan graduated from St. Lawrence University and attended the Counseling and School Psychologist program at Southern Connecticut State University, where she received her Master's degree and 6th Year Professional Diploma.

Jase Doane

Cofounder, Chief Financial Officer

Jase Doane has managed various business divisions for a Fortune 150 company in the specialty chemicals industry, both domestically and abroad (Europe).

As a business leader and consultant, Jase understands that a successful business needs to deliver sustainable value to its customers and clients. At APEX Educational Solutions, this value is created through innovative educational techniques and tireless focus on the success of each student.



Jase graduated from the University of Connecticut with a Bachelor of Science in Business Administration and his core competencies include team leadership, talent development and financial management.

Melissa Doane

Office Manager

Melissa has previously worked in the Marketing field as both a Marketing Specialist and Product Manager in the specialty chemical and plastic fastener industries. In these roles, Melissa developed the tools necessary to lead cross-functional teams, execute successful and cost-effective marketing campaigns and provide administrative support as needed to reach company goals.

As budgets continue to be squeezed from all directions, Melissa's resourcefulness in collaboration and communication strategy is a critical driver in the overall APEX philosophy of delivering higher quality, lifelong student learning experiences at an overall lower cost. Melissa graduated from Merrimack College in North Andover, MA with a Bachelor of Liberal Arts in English.

Philosophy Statement and Business Focus:

APEX Educational Solutions (APEX) was founded seven (7) years ago with the simple mission of reducing the number of public-school outplacements by working in partnership with school district administration to develop programming, training and professional development initiatives for school staff to acquire the skill sets and knowledge needed to keep their most behaviorally challenged students in district. The end result is more students learning in their Least Restrictive Environment (LRE) with access to their peer groups while saving our District partners many millions of dollars in reduced outplacement tuition, transportation and other extraneous costs.

The APEX journey started in 2016 with a single District contracting with APEX and Cofounder Andrew Moyer, NCSP, BCBA, LBA for BCBA consulting hours. Today, we have nine (9) BCBA's on staff consulting in numerous school districts across the state.

In 2018, a district partner requested our first RBT. Today we have roughly twenty-five (25) RBT's working in various schools across the state in programs ranging from 1 to 15 RBT's.



The foundation of APEX Educational Solutions started (and remains) BCBA and RBT school consulting services. In 2020 we started in-home ABA services across the State based on numerous family requests for better quality services than were being provided in the communities where we had a school presence. In early 2022, we opened a 7,500 square foot Learning Center in Wallingford (also based on family demand) to continue to expand our capacity to have a positive impact on more families and learners in a controlled clinic setting.

Our work in the communities we serve has been featured on Channel 8 News and promoted regularly by Autism Services & Resources Connecticut (ASRC). Our steady growth in both schools and home/center settings is 100% through word-of mouth referrals based on the work we do each day.

We believe the biggest roadblock to a successful school based RBT program is RBT staff turnover which is much more common than it needs to be. High turnover rates not only impact student progress but bear a huge hidden cost to all parties involved in time and money in recruiting, hiring, onboarding and training multiple times for the same position.

To minimize RBT turnover, we believe the foundation of a successful school RBT program is three-fold:

- a) Hire high potential talent with a passion or natural and genuine curiosity for the field.
- b) Invest in training and continuous support.
- c) Compensate at market rate or better for high performance.

This approach may be more costly on paper, but we are confident that our approach results in less RBT turnover than most providers in the school space which leads to more consistency and faster student progress and ultimately reduces the costly outplacement risk that inconsistency in staffing usually generates.

To expand the APEX three-fold process:

- a) Hiring high potential talent

APEX prioritizes potential in the hiring process. Our most successful longer-term RBT's had little to no ABA experience when hired. Through our training, support and unique family culture we are confident that our approach will unlock the potential we see for longer employment periods of time.



b) Invest in training and continuous support

Many current APEX RBT's were not RBT's when hired. APEX created an internal RBT Training Academy three (3) years ago and all new hires are required to go through RBT Training Academy. Each new hire is given access to the 40-hour required training to be completed over a set agenda of weekly modules over 6-8 weeks. Trainees meet virtually once a week to review the weekly required material and each weekly session is facilitated by 1-2 Owners, 1-2 BCBA's and 1-2 RBT's accruing Supervision hours to become a BCBA. This "hands-on" virtual approach makes the learning much more meaningful and targeted towards current work responsibilities than simply waiting for someone to complete the 40 hours on their own. In addition, APEX provides the opportunity for additional training to RBTs at our Learning Center in Wallingford. In these instances, the RBT can receive additional training, coaching, feedback, and behavioral skills training (BST) from on-site BCBA's.

Based on the strength of our RBT training program, APEX will propose to the City of Waterbury and Waterbury Public Schools that APEX RBT staff be currently RBT certified per the RFP OR be staff currently enrolled and active in our RBT Training Academy. This will significantly increase the RBT (or soon to-be RBT) resources available to the district.

c) Compensate at market rate or better

There is high competition for quality RBT talent amongst providers and schools across the State. As a result, RBT pay ranges have increased significantly in the past two (2) years. Multiple school districts in the state are now offering hourly rates for direct school RBT employees between \$30 to \$35 / hour with benefits. This is our mutual competition for available high performing talent and APEX has reacted to this recent (and drastic) market change by increasing RBT pay rates for high performing RBT's to limit turnover.

We are confident our three-fold approach in limiting RBT turnover will be beneficial to the consistency of services with the City of Waterbury and Waterbury Public Schools.

Summary of Relevant Experience

APEX has worked with more than 20 Districts and/or schools across the State since inception in 2016. These include small BCBA consulting projects (ex. FBA, school refusal, maternity leave coverage) to large RBT Programs including APEX only staffed classrooms. Most District partnerships last many years based on the quality of our work and our transparent and Owner-led communication approach with administration.



Currently active partnerships value at over \$50,000:

North Haven Public Schools

Ms. Jen Stewart
Director of Student Services
5 Linsley Street
North Haven, CT 06473
Phone: 203-239-2581
stewart.jen@northhavenschools.org

APEX provides 15 RBT's to the District from the Elementary schools to the High School including two (2) APEX RBT only staffed classrooms (no para's). APEX also provides 40-60 BCBA consulting hours/week.

Dates of Service: **September 2017 – present (5+ years)**
Services completed on time and within budget each year.
RBT's in District: 15 (estimated same for 2023/2024)
Amount of current contract: **Approximately \$1,000,000**

Wallingford Public Schools

Ms. Aimee Turner
Assistant Superintendent of Special Education
100 S Turnpike Road
Wallingford, CT 06492
Phone: 203-294-5946
aturner@wallingfordschools.org

APEX was called on early this school year as current district providers were having RBT staffing issues to start the school year. APEX quickly provided five (5) RBT's (elementary, middle school and high school). APEX also provides 25-30 BCBA consulting hours/week.

Dates of Service: December 2023 – present (3 months)
Services completed on time and within budget.
RBT's in District: 5 (estimated at 10 in 2023/2024)
Amount of current contract: Approximately \$300,000 (run rate)



Enfield Public Schools

Ms. Julie Carroll
Director of Pupil Services
1010 Enfield Street
Enfield, CT 06082
Phone: 860-253-4709
jcarroll@enfieldschools.org

APEX provides 50-60 BCBA consulting hours/week.

Dates of Service: **September 2018 – present (4+ years)**

Services completed on time and within budget.

Amount of current contract: Approximately \$250,000

Bozrah Public Schools

Ms. Laura Zurell
Director of Student Services
8 Bozrah Street Extension
Bozrah, CT 06334
Phone: 860-887-2561 x 143
lzurell@bozrah.org

APEX provides 18 BCBA consulting hours/week and previously provided two (2) RBT's before the District decided to hire RBT's on their own from internal para staff. APEX trained the Bozrah RBT staff to certification through the APEX RBT Training Academy.

Dates of Service: August 2021 – present (wrapping year 2)

Services completed on time and within budget.

Amount of current contract: Approximately \$75,000

Salem Public Schools

Mr. Jim Moriarty
Director of Student Services
200 Hartford Road
Salem, CT 06420
Phone: 860-859-3988
jmoriarty@salem.cen.ct.gov



APEX provides 12 BCBA consulting hours/week and just added an RBT in March 2023 per District request.

Dates of Service: September 2017 – present (5+ years)

Services completed on time and within budget

Amount of current contract: Approximately \$75,000

Sprague Public Schools

Ms. Brynn Lipstreu

Director of Pupil Personnel Services

25 Scotland Road

Baltic, CT 06330

Phone: 860-822-1347 x228

blipstreu@spraguek12.org

APEX provides 6 BCBA consulting hours/week and had an RBT in District all school year until pre-planned phase out of the RBT in March 2023.

Dates of Service: August 2021 – present (wrapping year 2)

Services completed on time and within budget

Amount of current contract: Approximately \$50,000

In the past three (3) years, APEX has provided (or currently provides) BCBA and/or RBT support to:

- Stafford Public Schools
- Granby Public Schools
- Oxford Public Schools
- Preston Public Schools
- The Children's Center of Hamden
- Tolland Public Schools
- Montville Public Schools
- Plymouth Public Schools

All work is completed within budget and on time and APEX has previously had no contracts or purchase orders with any agency of the City of Waterbury.



Personnel Listing – School RBT’s (23 Total)

Below is a listing of APEX current school based RBT’s (or in the APEX RBT Training Academy process) along with start date and tenure with APEX. Also attached are resumes on file for each of the staff at the time of hire.

All RBT’s listed below are currently working in other Districts. **APEX does NOT certify that the personnel listed below will actually be assigned to Waterbury based on current assignments and agreements with other Districts.** Some of these RBT’s may transition to Waterbury while others would be new hires recruited to APEX standards and trained through the APEX RBT Training Academy.

<u>NAME:</u>	<u>START DATE:</u>	<u>DURATION:</u>
Kathryn Grissom	08/2020	2 years, 8 months
Angela Pierce	10/2020	2 years, 5 months
Lindsay Lyons	12/2020	2 years, 3 months
Sara Targouski	02/2021	2 years, 2 months
Khrysten Torres	02/2021	2 years, 1 month
Kasandra Mangual	05/2021	1 year, 11 months
Cindy Sigovitch	08/2021	1 year, 7 months
Jessica Gallagher	08/2021	1 year, 7 months
Mayline Orta	09/2021	1 year, 6 months
Vanessa Gonzalez	10/2021	1 year, 7 months
Lawton Young	10/2021	1 year, 7 months
Peyton Rivera	04/2022	1 year
Emily Mendoza	04/2022	1 year
Jamie Marti	05/2022	11 months
Emma Bagenski	08/2022	7 months
Keri Saladin	10/2022	5 months
Elaine Chevalier	11/2022	4 months



Patrick Higgins	01/2023	3 months
Mathew Wojciechowski	01/2023	3 months
Trisha Denby	01/2023	2 months
Chloe Lamarre	02/2023	1 month
Jennifer Rodriguez	02/2023	1 month
Kaitlyn Babin	03/2023	11 days

APEX Educational Solutions has no business, financial, personal or other types of relationships which may pose a conflict of interest.



Statement of Qualifications and Work Plan

Qualifications:

1. APEX has demonstrated the ability to successfully provide school District RBT support locally for many years including 15 RBT's in North Haven Public Schools for the past 2 years and a signed agreement for the same number of RBT's in 2023/2024.
2. APEX has demonstrated the ability to quickly service the immediate needs of a new District partner as evidenced by the ability to quickly staff five (5) RBT's within 30-60 days of agreement earlier this school year with Wallingford Public Schools.
3. In conjunction with feedback and data from our District partners, **we estimate we are currently savings Districts between \$2 million and \$3 million per year** in reduced outplacements while also increasing the number of students being brought back from out of district. To date, one school District has not outplaced any students as a result of our interventions.
4. APEX has demonstrated the ability to continually meet the changing needs of our District partners over multiple years as evidenced by numerous multi-year partnerships in our 7 year history including 5+ years in North Haven and Salem and 4+ years in Enfield.
5. APEX has demonstrated the ability to reduce RBT turnover by anticipating market trends and meeting the needs of the changing macro environment as evidenced by the tenure shown on our employee personnel listing.
6. APEX has conducted more than a dozen internal RBT Training Academies in the past 3+ years to ensure a hands-on and meaningful approach to the RBT Training process resulting in more effective technicians providing quality service more quickly in the actual workplace. In addition, our in-house RBT Training Academy process sets the groundwork for new employees to acclimate to our unique company culture through early and often interactions with Owners and Senior BCBA's.
7. APEX will ensure all RBT staff are compliant with all relevant laws and regulations and adhere to the BACB code of ethics. APEX staff will be available to work 181 school days with students in accordance with the Waterbury Public School calendar for 7.5 hours



each day of RSY and 20 days for 5.5 hours each day for ESY. Depending on the size of the program, APEX will work towards having a sub(s) available to cover any staff absences.

8. APEX sponsors in-house CPR training at least once a year for all staff and will communicate CPR training dates and training status of all staff working in Waterbury Public Schools. Our CPR training also includes instruction on the use of AED's.
9. APEX is credentialed to provide in-house PMT Training and will communicate PMT Training dates and training status of all staff working in Waterbury Public Schools. APEX has recognized the importance of frequent drill and practice of de-escalation and physical management techniques and offers individualized training as required or on an as-needed basis.
10. APEX currently runs criminal background checks, DCF Registry checks, DDS Registry checks and Public Act 16-67 checks on all new hires. APEX also coordinates with Districts that require fingerprinting and will coordinate with Waterbury Public Schools if required. APEX does not currently require drug screening but will coordinate with Waterbury Public Schools if required.
11. APEX requires all new employees to complete Mandated Reporter training and Sexual Harassment training.
12. APEX RBT's will provide timely, accurate and complete reports and documentation as requested by Waterbury Public Schools staff.
13. APEX will invoice Waterbury Public Schools monthly with transparent backup documentation that meets the needs of the District.
14. APEX is fully transparent in its hours tracking and never bills for hours not worked. APEX will research and invest in an electronic system for verifying hours and present options to Waterbury Public Schools for mutual approval on a system that meets both the needs of APEX and Waterbury Public Schools.
15. APEX is a local family owned and family run Agency with Owners actively involved in the day-to-day operations providing District administration direct and quick access to decision makers for immediate problem solving and opportunity engagement.
16. APEX has attached numerous letters of recommendations from various Districts over the years in conjunction with the enclosed current client contact list.

P: 860-440-7288 F: 203-886-1007 E: info@apexeducationalolutions.com W: www.apexeducationalolutions.com
MAIL: 95 Main Street, STE 2; East Hampton, CT 06424 LEARNING CENTER: 98 S Turnpike Road; Wallingford, CT 06492



NORTH HAVEN PUBLIC SCHOOLS

Administrative Offices • 5 Linsley Street • North Haven, Connecticut 06473 • Telephone (203) 239-2581

April 13, 2018

Dear Andrew,

I just wanted to express our appreciation for your work with us in North Haven on some rather complex cases, both in- and out-of-district. Your assessment of students, programming, and behavioral/social/emotional needs has been invaluable to our teams. Most notably, you ask a variety of questions and pose situations to the team, including the parents, to be sure your assessments are thorough and viewed from all perspectives. Admittedly, you have picked up on details that even I have missed in considering student evaluations. This has resulted in reports that I feel confident presenting at PPTs based on your gathering of both quantitative and qualitative data.

I appreciate your level of professionalism while also relating to parents and staff. You have helped us maintain relationships that may have otherwise soured while being honest and upfront with all involved. We appreciate the time you take to ensure the team understands your work in a way that they can operationalize to implement programming recommendations.

We look forward to a continued relationship with you and Apex Educational Solutions.

Best,

Dana Corriveau
Director of Student Services



Steven Carvalho

Director of Pupil and Special Education Services

601 Matianuck Avenue • Windsor, CT 06095

EMAIL | scarvalho@windsorct.org TEL | 860-687-2000 EXT 238 FAX | 860-687-2099 WWW.WINDSORCT.ORG

April 23, 2018

To Whom It May Concern,

I write this letter of recommendation on behalf of APEX Solutions. Over the last 3 years, I have had the pleasure of working with Andrew Moyer and his staff. APEX Solutions has been instrumental assisting the district with examining our special education services for our preschool students who receive discrete trial instruction. Andrew's program evaluation led to instructional and social-emotional-behavioral programmatic changes that enhanced our special education teachers practice and classroom environment. Andrew has also consulted on other complex cases where he has demonstrated keen insight about the student's learning profile and possible school recommendations.

One of Andrew's strengths is his collaborative manner. He is respectful listening to the suggestions of others while simultaneously providing meaningful and appropriate recommendations to meet students' needs. He offers a wonderful sense of humor during situations that can be stressful or highly anxious. Andrew's professional experience as a school psychologist as well as educational leader in a state approved private placement is invaluable for he understands the landscape and inner workings of school systems. Andrew's knowledge of special education is stellar for I am advocating to increase his level of expertise by working with specific schools in our district for the 2018-2019 school year.

Please feel free to contact me if I can be of any other assistance.

Respectfully,

A handwritten signature in blue ink that reads 'Steven Carvalho'.

Steven Carvalho
Director of Pupil & Special Education Services
Windsor Public Schools



SALEM SCHOOL DISTRICT

Joseph Onofrio II
Superintendent of Schools

Donna T. Gittleman
Director of Student Services

Kim Gadaree
Business Manager

April 24, 2018

To Whom It May Concern:

I am pleased to provide you with the highest recommendation for Andrew R. Moyer, NCSP, BCBA and APEX Educational Solutions, LLC as a service provider for your district.

The district was seeking to contract with a BCBA for the 2017-2018 school year and Andrew Moyer was recommended by a director from another district. My initial contact with APEX was met with a timely and professional response. Andrew took the time to understand the needs of the district and developed a proposal specifically designed to meet the unique needs of our students.

Andrew's impact in the new school year was immediate. He is able to observe a situation with keen insight that looks not just at student behavior but also the actions of the adults in the environment. Most important, Andrew is hands on when modeling appropriate interventions for staff. The resulting changes in student (and adult) behavior has been remarkable and has enabled us to maintain students in district effectively and appropriately.

In addition to consultation services in the school setting, Andrew has provided in home training for families who are struggling with managing student behavior.

Andrew has conducted several Functional Behavior Assessments for students. His reports are thorough and timely: resulting Behavior Intervention Plans are user friendly, manageable and effective. He is quick to respond to emails and provide additional suggestions, insights or encouragement.

The district is involved in several potentially litigious cases at this point. While reviewing the details of these cases with the district attorney, when asked who the district's star witness would be, my immediate response was "Andrew Moyer".

Andrew is also diligent in keeping me informed of concerns and potential problems. He is highly confidential in all communications. I cannot stress enough how pleased I am with the services offered through APEX Educational Solutions, LLC and know you will not be disappointed should you choose them as a provider.

Please do not hesitate to contact me with any additional questions.

Sincerely,

Donna Gittleman
Director of Student Services



ENFIELD PUBLIC SCHOOLS ADMINISTRATIVE OFFICES

1010 ENFIELD STREET • ENFIELD, CONNECTICUT 06082
TEL: 860.253.6500 • FAX: 860.253.6510

October 2, 2019

To Whom It May Concern:

It is a pleasure to write this letter of recommendation for Andrew Moyer, NCSP, BCBA, of APEX Educational Solutions, LLC.

The Enfield Public Schools has contracted with APEX Educational Solutions since the Fall of 2018 for consultation and evaluation services. Consultation sessions include a focus on programming for individual students, as well as all aspects of specialized program development, including the development of the Eagle Academy, a new academic and therapeutic program in our district. In addition, Andrew and his associates complete many functional behavior assessments and behavior intervention plans for our students.

I have found Andrew and his staff to be highly knowledgeable, professional, collaborative, and responsive to the individual needs of students, staff, and families throughout the district. APEX consultants consistently provide guidance and training for staff that is specific and appropriate to each particular student and setting. In addition, Andrew has provided formal professional learning sessions throughout the school year for varied audiences in district including general education teachers, special education teachers, psychologists, social workers, administrators, and other school employees. The feedback from these professional learning sessions has been very positive, with staff indicating that they would welcome additional time for learning with Andrew and his associates from APEX Educational Solutions.

Andrew is always exceptionally well-prepared for professional learning events, PPT meetings, and consultation sessions. His insight and skillset are outstanding and evident as he presents and explains his observations, data, assessments, and behavior intervention plans during informal meetings and PPT meetings. Andrew's input and guidance continue to be a valuable resource to our district, and I look forward to our continued partnership with APEX Educational Solutions, LLC.

Please do not hesitate to contact me with any questions.

Sincerely,

Julie Carroll
Director of Pupil Services



**Tolland Public Schools
Director of Pupil Services**

Tolland High School
1 Eagle Hill
Tolland, CT 06084

Patricia A. Hess

Office: (860) 870-6818 X 6
Cell: (860) 836-0766
Fax: (860) 870-6837
Email: phess@tolland.k12.ct.us

January 27, 2020

To Whom It May Concern,

Recently the Tolland Public schools contracted with APEX Educational Solutions, LLC for BCBA services, while a staff member was on leave. We were very pleased with the relationship and services from APEX.

The BCBA was professional and skilled in collaboration. She presented at PPT's and Case Reviews with explicit and precise language that informed our teams. She worked with staff and students to deliver and implement Behavior Intervention Plans that met the needs of our students within their school environment. Under her guidance students demonstrated great success!

APEX was easy to work with and quickly responded to our growing needs. We found them reliable and skilled. It is without reservation that I recommend APEX.

Sincerely,

Patricia Hess
Director of Pupil Services



Work Plan – Scope of Services

1. APEX will determine the initial number of RBT's from its existing roster available to the City of Waterbury and Waterbury Public Schools with consideration to existing staff placements, agreements and contracts with other Districts.
2. APEX will continuously recruit, hire and train new RBT talent in the Waterbury area with the realistic goal of filling 10-20 of the 80 RBT positions in Year 1. In partnership and in coordination with Waterbury Public Schools, APEX will increase this initial RBT staffing goal in Years 2 and 3.
3. APEX will run 6 to 8 week RBT Training Academies at least 4 times/year. In order to provide faster student support, APEX recommends an exception to the RFP to allow BT staff to be placed while in the process of obtaining RBT certification through the APEX RBT Training Academy. Specific to the APEX process and to ensure consistency of staffing, APEX recommends a 6-month deadline from BT placement to RBT Certification based on a few factors; a) the quarterly timing window of RBT Training Academy start dates may cause a 6-7 week wait for the start of the next RBT Training Academy if one has recently started, b) the scheduling and availability of final exam RBT test dates through the BACB is beyond our control and c) allow a cushion to reschedule a make-up test in the event staff doesn't pass the RBT exam on their first try (which is rare but does happen). Staff who do not obtain the RBT credential within 6 months of start date will be presented to Waterbury Public Schools for guidance on direction.
4. All APEX BT's and RBT's will work under the Supervision of APEX BCBA's and will follow the direction of Waterbury school staff and/or APEX BCBA's based on students IEPs and behavior plans while adhering to their respective professional code of ethics. APEX RBT's will be available and flexible for any changing needs of Waterbury Public Schools.
5. APEX will appoint a Program Manager specific to the Waterbury Public Schools program who will manage the time-consuming and complicated internal details of sourcing, interviewing, hiring, training and onboarding quality candidates through the APEX process. The Program Manager will also be responsible for managing RBT credentials, attendance, performance, training, supervision and conduct. The Program Manager will be in continuous communication with Waterbury Public Schools as it relates to staffing progress in relation to identified staffing gaps and areas of need as well as performance of existing staff.



6. APEX will work with Waterbury Public Schools to understand the reporting requirements for Medicaid billing services and assist in training all RBT staff.
7. APEX Cofounders and Owners Andrew Moyer, NCSP, BCBA, LBA and Jase Doane will also be available on short notice to immediately address any concerns with any aspect of the APEX program and/or to act on strategic opportunities of need to Waterbury Public Schools.

Additional Information: Failure to Complete Work, Default, Litigation

- a. APEX has never failed to complete work awarded.
- b. APEX has never defaulted on a contract.
- c. APEX is not subject to any pending litigation.
- d. APEX has never had a contract terminated for cause.
- e. APEX has never been named in a lawsuit related to errors and omissions.
- f. APEX has never filed for bankruptcy.
- g. APEX is not aware of any factors that could affect ability to provide services in this RFP

Exceptions and Alternatives

APEX RBT Training Academy:

In order to provide faster student support, APEX recommends an exception to the RFP to allow BT staff to be placed while in the process of obtaining RBT certification through the APEX RBT Training Academy. Specific to the APEX process and to ensure consistency of staffing, APEX recommends a 6-month deadline from BT placement to RBT Certification based on a few factors; a) the quarterly timing window of RBT Training Academy start dates may cause a 6-7 week wait for the start of the next RBT Training Academy if one has recently started, b) the scheduling and availability of final exam RBT test dates through the BACB is beyond our control and c) allow a cushion to reschedule a make-up test in the event staff doesn't pass the RBT exam on their first try (which is rare but does happen). Staff who do not obtain the RBT credential within 6 months of start date will be presented to Waterbury Public Schools for guidance on direction.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Additional Data

Collaborative BCBA Support

APEX BCBA's all have school-based consulting experience and APEX has very little BCBA turnover (our most tenured BCBA's have been with APEX nearly five 5 years). APEX fosters a collaborative clinical environment internally and the entire roster of APEX BCBA's may be in supporting roles of the Waterbury RBT Program either directly or indirectly.

Ashley Wulinsky, MS, BCBA, LBA *Consultant*

Ashley has over 10 years of experience working in the field of Special Education. She is a certified Special Education Teacher, as well as a Board Certified Behavior Analyst.

Throughout the years, Ashley has worked with a diverse population of children and adolescents including those with Autism, ADD/ADHD, learning disabilities, speech impairments, emotional disturbance, Down Syndrome, seizure disorders, and visual impairments. During her time as a Special Education teacher, she provided services to students ranging from elementary to high school age.

These experiences were in a variety of environments such as a self-contained classroom within a regional educational service center, as well as co-teaching and resource room settings within a public school. In this capacity, Ashley always strived to differentiate instruction and provide various modifications and accommodations specific to each student. In addition, she has experience organizing and leading Planning and Placement Team meetings.

While working towards the requirements to become a Board Certified Behavior Analyst, Ashley provided ABA therapy within the home, school, clinical and community settings to children



ranging from preschool to elementary school age. She has experience providing training, supervision, and evaluation of direct therapists in these settings as well. Ashley has worked collaboratively with therapists, teachers and other school staff, related service providers, and parents/families to provide carryover to the natural environment and promote the generalization of skills.

Ashley earned her Bachelor's Degree in Communication Sciences from the University of Connecticut and a Master's Degree in Special Education, with a concentration in Assistive Technology, from Southern Connecticut State University. After teaching for several years, Ashley went on to pursue a graduate certificate in Applied Behavior Analysis through Florida Institute of Technology and became a Board Certified Behavior Analyst in May 2017.

Allison Fisher, MS, BCBA, LBA

Consultant

Allison Fisher is a Board Certified Behavior Analyst and a Licensed Behavior Analyst in the state of Connecticut. She has worked in a variety of settings in the field of applied behavior analysis both in Connecticut as well as New York State.

During her time in New York, Allison was the Assistant Director of the Children and Youth Program as well as the Director of Freedom Reins, a therapeutic horsemanship program, at St. Lawrence NYSARC, where she serviced children with a variety of intellectual disorders. She also consulted in the public school systems, transition age programs, residential programs, and supervised in home services for clients aged children through adults.

Since returning to Connecticut, Allison has continued her work in the field of applied behavior analysis both in the private and public school settings. She also provides support in program development and trainings of school support staff as well as direct support professionals. Allison's experience includes working with individuals with a variety of intellectual disorders including Autism Spectrum Disorder, Down Syndrome, Developmental Delays, ADHD, Prader-Willi Syndrome, and William's Syndrome.

Allison has her Master of Science degree in Psychology with a concentration in Applied Behavior Analysis from Kaplan University. She also has her Bachelor of Science degree in Communication Disorders from Southern Connecticut State University and attended several semesters of classes at Quinnipiac University for Occupational Therapy. Allison is also a Certified Riding Instructor through the Professional Association of Therapeutic Horsemanship.



Lyndsay Roscoe, MS, BCBA, LBA

Consultant

Lyndsay Roscoe is a Board Certified Behavior Analyst (BCBA) and a Licensed Behavior Analyst (LBA) in Connecticut.

Before discovering Applied Behavior Analysis, Lyndsay worked with adults with intellectual disabilities in the support apartments and group homes. She also has experience working with young adults with mental illness. While in school for her Master's degree, she worked in a private school as a Behavior Specialist for children aged 3-21 with a variety of intellectual and physical disabilities. She then provided in-home behavior analytic services to individuals with significant behavioral deficits and their families. Lyndsay has experience designing, implementing, and staff training in programs ranging from self-care skills, leisure activities, communication, and behavior reduction.

Lyndsay obtained her Bachelor of Arts from Lycoming College in Psychology and History. She has a Master's of Science in Special Education from Purdue University. She has a certificate in Applied Behavior Analysis from Florida Institute of Technology.

Ashley Haynes, MS, BCBA, LBA

Consultant

Ashley Haynes is a Board Certified Behavior Analyst (BCBA) and Licensed Behavior Analyst (LBA) in Rhode Island and Connecticut. Ashley is also a certified Special Education Teacher in Rhode Island. Ashley has worked in both public and private school settings as both a special educator and BCBA in Vermont and Rhode Island.

Ashley began her career in this field as a special educator, which ultimately led her to wanting to learn more about Applied Behavior Analysis and to becoming a BCBA. Ashley practiced as a special educator working with a diverse population of students in a public school setting in the state of Vermont for 5 years. During her time as a special educator, Ashley worked with students with various disabilities including Autism, Other Health Impairment, Intellectual Disability, Emotional Disturbance, Specific Learning Disability, Speech or Language Impairment, and Multiple Disabilities.

Ashley taught in both a self-contained setting and in an inclusion-based behavior support program. She began her career as a BCBA in a private school setting that primarily supported students diagnosed with Autism.



Ashley has experience in providing special education services and behavioral support to students in school settings. Ashley has worked to re-design special education programs to be more inclusion-based and coordinated instructional and behavioral plans for students who require a high level of support in the general education environment.

Ashley has worked in a collaborative consulting role in school environments working with multidisciplinary teams. As a BCBA and Clinical Program Specialist, Ashley has experience in consulting with special education team members to support the development and effective implementation of behavioral interventions and academic programming. Ashley also has experience providing staff training and consultation and training for parents and school team members.

Ashley earned her Bachelor of Science in Elementary Education for grades 1-6 and Special Education for Grades K-12 from Rhode Island College in 2013. Ashley went on to earn a Master of Science in Applied Behavioral Analysis from Antioch University of New England in 2018.

Chayna Aldi, MS, BCBA, LBA
Consultant

Chayna holds a Bachelor of Arts degree in Psychology and Applied Behavior Analysis from Eastern Connecticut State University. She completed her Master of Science degree in Autism and Applied Behavior Analysis at the University of Saint Joseph.

Chayna's work experience includes more than seven years in a private school setting, with additional experience within in-home settings, as well as community-based settings. During her graduate career, Chayna conducted her thesis research on selective eating/severe feeding disorders. Chayna presented this research under the supervision of Dr. Missy Olive at various state conferences.

Chayna's professional experience entails managing severe behaviors, program development, social skill development, functional communication training, crisis management, staff training, community skills, leisure skills, and transition programming. Chayna has supervised individuals pursuing BCBA certification since 2016. In addition, Chayna has a background in staff training on ABA applications to ensure student success and generalization of skills across multiple settings.

With her clients, Chayna hopes to bring meaningful behavior change that are functional and important to increase quality of life by collaborating with parents and other professionals. She



values evidence-based practices and promoting effective and scientifically based procedures with her clients. Chayna belongs to several professional organizations such as CTABA (Connecticut association of Behavior Analysis), Association of Behavior Analysis International, and BALC (Behavior Analyst Leadership Council). In her spare time, Chayna enjoys spending time with her husband and their son Jack, exercising, reading, cooking, and going to the beach.

Erin Dyett, MS, BCBA, LBA

Consultant

Erin Dyett is a Board Certified Behavior Analyst and a Licensed Behavior Analyst in Connecticut and Massachusetts. Erin began her career seventeen years ago as a direct care staff in a residential program for children with ASD and behavioral disorders. During this time, she gained skills in curriculum modification, identifying and increasing motivation during instruction, and managing challenging behavior. Erin has had the opportunity to work overseas, expanding her view on how strategies can—and must—be modified across cultures. Working closely with families through in-home programs, parent training, and frequent collaboration has further increased her ability to engage and build skills within a variety of family dynamics and circumstances. She earned a Master's of Science degree in Applied Behavior Analysis from Northeastern University in 2007, and became a BCBA in 2009.

Over the past nine years, Erin has focused on consultation and clinical supervision within public schools. As part of a four-person team contracted to facilitate and oversee evidence-based practice within a large urban school district, she provided on-going training, supervision, and support in data-based decision making to Autism Strands across multiple city schools, over a period of three years. On a smaller scale, she has consulted in classrooms and individual students to provide evaluation, recommendation, training, and data analysis of instructional and behavioral programming. Erin works collaboratively with special and general education staff, school and district administrators, families, and outside consultants to ensure comprehensive services for students who might otherwise be placed out-of-district.

While her passion has always been creative instructional and behavioral programming, her experience in public schools has kept her focus on the skills and supports students need to be successful in the least restrictive environment. Her clinical interests include challenges of motivation and learning, fading supports, and vocational/transitional skills. Outside of work, Erin enjoys reading and spending time outside, chasing around her two young boys.



Cristina DiBacco, MS, BCBA, LBA

Consultant

Cristina is a Board Certified Behavior Analyst and Licensed Behavior Analyst in the state of Connecticut. Cristina has experience working in home and center based settings working with children with autism.

Cristina graduated with her bachelors degree in psychology where she was first introduced to the field of applied behavior analysis. Cristina started her career in the field as a behavior therapist working with clients in their home as well as center based working in a preschool aged day program for children with autism. Cristina then proceeded to become a registered behavior technician. While working as a RBT Cristina gained experience creating and implementing skill acquisition programs as well as behavior intervention plans while working with various BCBAs. Cristina continued her career in the field of applied behavior analysis and received her masters degree in behavior analysis from Simmons University and became a board certified behavior analyst. Cristina has extensive experience working with children with autism ages 18months- 10 years old.

Cristina has experience training behavior therapists as well as working in collaboration with other clinicians and professionals. Her professional experience includes various aspects such as functional communication training, social skills groups, daily living skills, and behavior reduction. In her free time, Cristina enjoys spending time with her family and friends, hiking, attending concerts, going to the beach and traveling.

Eric Rapuano, MS, BCBA, LBA

Consultant

Eric is a Board-Certified Behavior Analyst and Licensed Behavior Analyst in the state of Connecticut. Eric has experience working in public school systems, and center-based settings working with a variety of intellectual disabilities.

Eric graduated with his master's degree in applied behavior analysis from the University of Saint Joseph in West Hartford, CT. Eric began his career as a paraeducator working with various BCBAs in the public school systems. Eric realized he had a passion for the behavioral field and decided to enroll in a graduate program to ultimately become a Board-Certified Behavior Analyst.

In his free time, Eric enjoys spending time with his family, movies, working out, being outdoors, and being on the ocean.



Stephanie Villeda-Schaedler, M.Ed, BCBA, LBA
Consultant

Stephanie is a Board-Certified Behavior Analyst (BCBA) and Licensed Behavior Analyst (LBA) in the state of Connecticut. Stephanie has experience working in public and private school systems, as well as providing direct support and supervision of ABA services within in-home settings and residential treatment facilities. She has experience working with clients with complex learning profiles, including those with more intensive behavioral, cognitive, and medical needs.

Stephanie graduated with a dual bachelor's degree from NYU in Special Education and Psychology, and completed her master's degree in Special Education: Severe Disabilities from Vanderbilt University, with a concentration in Applied Behavior Analysis. Stephanie began her career in this field as a special educator in a self-contained classroom with young children diagnosed with Emotional Behavioral Disturbance. This ultimately led her to wanting to learn more about Applied Behavior Analysis, and to becoming a BCBA. More recently, Stephanie has developed a special interest in treatment planning for client's who have experienced trauma, and how to collaborate for a comprehensive, trauma-informed approach to treatment. Through team training, direct support and supervision, Stephanie dedicates her work to empower families and treatment teams to best support the client, in order to build the client to reach their maximum potential.

Stephanie enjoys spending time with her family, trying new recipes, going to comedy shows, and making music.



Thank you for the opportunity to present
this Proposal!

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #14.13

June 13, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve a Professional Services Agreement with Connecticut Behavioral Health, LLC, for a three-year period, for Board Certified Behavior Analyst Services for students in accordance with their Individual Education Plan (IEP), subject to any non-substantive changes approved by the Corporation Counsel's office.

EXECUTIVE SUMMARY

DATE: June 7, 2023

To: Board of Education
Board of Alderman

FROM: Miguel Pabon, Director of Pupil Services

RE: Approval of Agreement between the City of Waterbury and Connecticut Behavioral Health, LLC for Board Certified Behavior Analyst Services (BCBA)

The Special Education Department requests approval of the attached agreement between the City of Waterbury and Connecticut Behavioral Health, LLC, subject to any minor, non-substantive changes to be approved by the Office of the Corporation Counsel. This agreement is necessary in order to provide Board Certified Behavior Analyst Services (BCBA) to identified students with disabilities, in accordance with their Individual Education Plan (IEP).

Connecticut Behavioral Health, LLC was awarded a three-year contract not to exceed \$916,248.32 for the entire term of the contract, and in accordance with the cost proposal and as set forth below:

For July 1, 2023- June 30, 2024, an amount not to exceed \$296,435.00, based on the hourly rate of \$101.00 per hour;

For July 1, 2024- June 30, 2025, an amount not to exceed \$305,328.06, based on the hourly rate of \$104.03 per hour;

For July 1, 2025 –June 30, 2026, an amount not to exceed \$314,485.26, based on the hourly rate of \$107.15 per hour;

The Special Education Department elected to issue a Request for Proposal #7610, for Board Certified Behavior Analyst Services (BCBA) to provide services to students with disabilities. We received proposals from ten (10) vendors. The department formed a Selection Committee which included Miguel Pabon, Director of Pupil Services, Sharon Walsh, Assistant Director of Pupil Services, and Michelle Bibeau, Supervisor of Special Education. After reviewing the ten (10) vendor proposals, the top four (4) were selected for a follow-up interview. After careful review of all the proposals and information from the interviews, the Selection Committee recommended the following three (3) vendors to provide these services: 1) Connecticut Behavioral Health, LLC was awarded part of the contract (up to 2 BCBA's); 2) Stepping Stones Group, LLC, was awarded 1 BCBA; and 3) Apex Educational Solutions was awarded 1 BCBA. Connecticut Behavioral Health, LLC has worked with our district in the past and we have been satisfied with the services provided. This contract is paid with IDEA Grant funds. A tax clearance and all requisite city compliance documents have been or will be obtained.

PROFESSIONAL SERVICES AGREEMENT

RFP No. 7610

for

Board Certified Behavior Analyst Services

between

The City of Waterbury, Connecticut

and

Connecticut Behavioral Health, LLC

THIS AGREEMENT (the “Agreement” or “Contract”), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (the “City”), located at City Hall, 235 Grand Street, Waterbury, Connecticut 06702 and Connecticut Behavioral Health, LLC (the “Consultant”), located at 673 South Main Street, Cheshire, Connecticut 06410, a State of Connecticut duly registered domestic limited liability company. (Jointly referred to as the “Parties” to this Agreement.)

WHEREAS, the Consultant submitted a proposal to the City responding to **RFP No. 7610** for Board Certified Behavior Analyst Services; and

WHEREAS, the City selected the Consultant to perform services regarding **RFP No. 7610**; and

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

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

1.1. The Project consists of, and Consultant shall provide, Board Certified Behavior Analysts (BCBAs) for the Waterbury Public School District and students with disabilities ages 3-22 with behavior needs and other related services under the direction of School District personnel for up to 2,935 hours per contract year, as directed by the students’ Individual Education Plans (IEPs) and 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:

- 1.1.1** Addendum #1 to City of Waterbury RFP No. 7610, dated April 4, 2023, consisting of 3 pages, attached hereto;
- 1.1.2** City of Waterbury RFP No. 7610, consisting of 14 pages (excluding Attachments A-C), attached hereto;
- 1.1.3** Consultant's Revised Cost Proposal, consisting of 1 page, attached hereto;
- 1.1.4** Consultant's Response to RFP No. 7610, consisting of 10 pages (excluding staff resumes and City contract compliance documents), attached hereto;
- 1.1.5** City Contract Compliance Documents, incorporated herein by reference;
- 1.1.6** Certificates of Insurance, incorporated herein by reference;
- 1.1.7** Licenses, incorporated herein by reference;
- 1.1.8** All applicable Federal, State, and local statutes, regulations charter and ordinances, incorporated herein by reference.

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

- 1.2.1** All applicable Federal, State, and local statutes, regulations charter and ordinances
- 1.2.2** Any Amendments to this Contract
- 1.2.3** This Contract
- 1.2.4** Addendum #1 to City of Waterbury RFP No. 7610
- 1.2.5** City of Waterbury RFP No. 7610
- 1.2.6** Consultant's Revised Cost Proposal
- 1.2.7** The Consultant's Response to RFP No. 7610

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

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

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

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

2.3. Activities, Work, and Services Performed in Department of Education Facilities, on School Grounds, at Student Sporting Events, and/or where City Students Present. For all activities in school facilities and/or Department of Education facilities, the Contractor shall first be required to coordinate all on-site visits and activities with the appropriate Department/personnel in Education, or the designated person and shall obtain any necessary clearance, ID badges, etc.

2.4. Criminal Background Check and DCF Registry Check. The Consultant shall ensure, and represents to the City, that any employee who will be on school grounds/Department of Education Property/at Department of Education events and/or where City students are present, that will or may have direct contact with a student pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The Consultant shall further ensure, and represents to the City that any person who will have direct contact with a student has submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The Consultant shall not permit any person with a disqualifying criminal history to have direct contact with a student.

2.5. Activities, Work, and Services Performed on other City Property (Non-Education facilities). For all activities involving non-Board of Education facilities and/or buildings, Consultant shall first be required to coordinate all on-site visits and activities with the appropriate City Department or its designee.

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

of the State of Connecticut Board of Education and those of the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc.

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

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

3. 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. If applicable or requested by the City, the Consultant 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 Consultant and/or delivered by the Consultant during the time period covered by the report, **(iv)** expressed as a percentage of the total work and services required under this Contract, the percentage of the total work represented by the work and services described in subsection iii above, **(v)** expressed as a percentage of this Contract's Section 6 total compensation, the percentage of the total compensation represented by the work and services described in subsection iii above, **(vi)** the Consultant's declaration as to whether the entirety of the Consultant's work and services required in this Contract will be, or will not be,

completed within the Contract's Section 6 total compensation amount, and (vii) any and all additional useful and/or relevant information. Each report shall be signed by an authorized signatory.

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

4. 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 commencing July 1, 2023, and terminating June 30, 2026.

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

6. Compensation. The City shall compensate the 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 **NINE HUNDRED SIXTEEN THOUSAND TWO HUNDRED FORTY-EIGHT DOLLARS AND THIRTY-TWO CENTS (\$916,248.32)** for the entire term of this Agreement and shall be in accordance with Consultant's Revised Cost Proposal and as set forth below:

6.1.1. July 1, 2023 – June 30, 2024

An amount not to exceed..... \$296,435.00

Based on the hourly rate of..... \$101.00 per hour

6.1.2. July 1, 2024 – June 30, 2025

An amount not to exceed..... \$305,328.06

Based on the hourly rate of..... \$104.03 per hour

6.1.3. July 1, 2025 – June 30, 2026

An amount not to exceed..... \$314,485.26

Based on the hourly rate of..... \$107.15 per hour

Total Amount Not to Exceed..... \$916,248.32

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. 7610** shall be solely borne by the Consultant and are not included in the compensation to be paid by the City to the Consultant under this Contract or any other Contract.

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

6.6. Liens. Neither the final payment nor any part of the retained percentage, if any, shall become due until the Consultant, if requested by the City, shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, if required, in either case, an affidavit that so far as the Consultant has

knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but the Consultant may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City, to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the Consultant shall refund to the City all moneys that the City may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

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

8. Indemnification.

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

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

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

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

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

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

9. Consultant's Insurance.

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

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

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

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

9.4.1 General Liability Insurance:

\$1,000,000.00 per occurrence

\$2,000,000.00 aggregate

\$2,000,000.00 Products and completed operations aggregate

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

9.4.2 Automobile Liability Insurance:

\$1,000,000.00 combined single limit (CSL)

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

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

Employers' Liability:

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

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

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

9.4.4 Excess/Umbrella Liability:

\$1,000,000.00 each occurrence

\$1,000,000.00 aggregate

9.4.5 Professional Liability/E&O:

\$1,000,000.00 each Wrongful Act

\$1,000,000.00 aggregate

9.4.6 Abuse/Molestation Liability:

\$1,000,000.00 each Occurrence

\$1,000,000.00 aggregate

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

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

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

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

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

10.1. Permits, Laws, 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, gender identity or expression, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

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

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

12. Intentionally Omitted.

13. Termination.

13.1. Termination of Contract for Cause. If, through any cause, in part or in full, the fault of the Consultant, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination.

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

13.1.2 Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by the Consultant, and the City may withhold any payments to the

Consultant for the purpose of setoff until such time as the exact amount of damages due the City from the Consultant is determined.

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

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

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

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

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

13.4. Rights Upon Cancellation or Termination.

13.4.1 Termination for Cause. In the event the City terminates this Contract for cause, the Consultant shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the documents, data, studies, reports, specifications,

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

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

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

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

13.4.5 Delivery of Documents. In the event of termination of this Contract, (i) the Consultant shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans,

specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and (ii) the City shall pay the Consultant for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

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

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

15.1. Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions;

15.2. war, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest, riots, pandemics or epidemics;

15.3. acts of governmental authorities such as expropriation, condemnation, changes of law and order or regulations, proclamation, ordinance, or other governmental requirement;

15.4. strikes and labor disputes; and

15.5. certain accidents including but not limited to hazardous, toxic, radioactive or nuclear contamination spills, contamination, combustion or explosion, which prevent a Party from fulfilling their obligations or otherwise render performance under the Contract impossible.

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

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

work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.

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

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

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

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

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

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

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

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

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

25. Contract Change Orders.

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

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

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

25.1.3 the Final Completion Date has not been changed.

25.2. Notwithstanding the foregoing subsection 25.1, a Change Order shall not include:

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

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

25.3. That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed, and if agreed to, approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both the Consultant, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Consultant's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract. Any contract change NOT fully complying with this Section 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. 7610** and **(ii)** the Consultant's proposal responding to the aforementioned **RFP No. 7610**.

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 Law and Choice of Forum. This Contract shall be construed in accordance with the terms and conditions set forth in this Agreement and the law of the State of Connecticut without regard to choice or conflict of laws principals that would cause the application of any other laws. Any dispute or controversy arising out of or relating to this Contract or otherwise shall be determined by a court of competent jurisdiction in Waterbury, Connecticut (or the Federal Court otherwise having territorial jurisdiction over such City and subject matter jurisdiction over the dispute), and not elsewhere.

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: Connecticut Behavioral Health, LLC
673 South Main Street
Cheshire, Connecticut, 06410

City: The City of Waterbury
Attn: Department of Education
236 Grand Street
Waterbury, CT 06702

With a copy to: Office of the Corporation Counsel
City Hall Building
235 Grand Street, 3rd Floor
Waterbury, CT 06702

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

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

32.1. It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a

Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

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

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

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

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

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

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

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

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

32.10. The Consultant hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: <https://www.waterburyct.org/services/city-clerk/code-of-ordinances> [click link titled "Code of Ordinances (Rev. 12/31/19)". For Chapter 38, click on "Title III: Administration", then click on "Chapter 38: Centralized Procurement System". For Chapter 39, click on "Title III: Administration", then click on "Chapter 39: Ethics And Conflicts of Interest"]

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

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

the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

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

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

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

(Signature page follows)

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

WITNESSES:

CITY OF WATERBURY

Sign: _____

Print name:

By: _____

Neil M. O'Leary, Mayor

Sign: _____

Print name:

Date: _____

WITNESSES:

**CONNECTICUT BEHAVIORAL HEALTH,
LLC**

Sign: _____

Print name:

By: _____

Sign: _____

Print name:

Date: _____

ATTACHMENT A

- 1.** Addendum #1 to City of Waterbury RFP No. 7610, dated April 4, 2023, consisting of 3 pages, attached hereto;
- 2.** City of Waterbury RFP No. 7610, consisting of 14 pages (excluding Attachments A-C), attached hereto;
- 3.** Consultant's Revised Cost Proposal, consisting of 1 page, attached hereto;
- 4.** Consultant's Response to RFP No. 7610, consisting of 10 pages (excluding staff resumes and City contract compliance documents), attached hereto;
- 5.** City Contract Compliance Documents, incorporated herein by reference;
- 6.** Certificates of Insurance, incorporated herein by reference;
- 7.** Licenses, incorporated herein by reference;
- 8.** All applicable Federal, State, and local statutes, regulations charter and ordinances, incorporated herein by reference.



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

ADDENDUM #1

April 4, 2023

RFP 7610 Board Certified Behavior Analyst Services

Please refer to the questions and answers below.

Question: Do you require only one copy of the cost proposal in a separate sealed envelope or would you like one original and four paper copies?

Answer: Yes. We will need one original copy and the four copies. Each document must include a cost proposal.

Question: Would you like a separate file on the USB drive to contain the pricing information electronically?

Answer: Yes.

Question: Are you currently working with any agencies providing BCBA services to your District?

Answer: Yes.

Question: Who are your current vendors and what prices do they charge?

Answer: The current vendors utilized for BCBA services are as listed:

- Stepping Stones (Previously EBS) - \$87.85
- Summit Support Services - \$107.50

Question: Have these vendors been able to meet all of your BCBA needs?

Answer: Some vendors have had difficulty providing the number of staff requested.

Question: Do you require that clinicians resumes and/or licensure be submitted with the proposal?

Answer: Yes. As an attachment per the outline of the RFP proposal.

Question: How many hours are in a typical school day (i.e. how many hours are therapists allowed to be on-site and billing)?

Answer: A regular school day is dependent upon grade level:

- Elementary: 6.25 hours
- Middle School: 6.5 hours
- High School: 6.5 hours

Staff will be required to work up to 7.5 hours.

Question: How many work days are they assigned for the school year?

Answer: It is 181 School days, 20 summer days, 5 full professional development days, 22 half day professional days.

Question: Do you anticipate awarding to one or multiple vendors? If multiple, how many?

Answer: Yes. Up to 4.

Question: If multiple vendors, how will you utilize and notify awarded vendors for your staffing needs? (Ranked order, broadcast to all awarded vendors, or use of preferred vendors).

Answer: We will notify the awarded vendors via an email and publish a notification of the awarded via our procurement site.

Question: Will assigned clinicians have access to therapy materials, supplies, equipment, evaluation kits, and protocols provided by your schools?

Answer: Therapist can utilize any materials provided by the district upon request.

Question: Will assigned clinicians have access to computers/ laptops and printers provided by your schools?

Answer: Yes.

Question: Is the contracting agency able to bill for both direct and indirect treatment time (paperwork, meeting, teacher consultations, etc.)?

Answer: Yes. Per the contracting agency's rules and responsibilities to provide both indirect, direct treatment, and paperwork. It is included in their required 7.5 hours per school day.

Question: Can you please publish the current contract for these services?

Answer: The sample contract is included in the RFP.

Question: Page 8 - Section 2 - Experience, Expertise and Capabilities, letter c. Personnel Listing- Is the City requesting we include BCBA candidates and resumes of BCBAs we may assign, or is the City asking for resumes of the internal team we will assign to the project?

Answer: Provide resumes for BCBAs, as well as relevant licensure.

Question: For the hourly rates, do you accept a rate range? Do you need a fixed or flat rate?

Answer: Per the RFP it is preferred to have a fix rate.

Question: How many children are expected to be served in the first contract term?

Answer: It is estimated that approximately 160 students will be served within the first contract term.

Question: Are 8 BCBAs expected to be available as of July 1 or will a "Phase-in" hiring of BCBAs expected, based on the demands of the school district?

Answer: Yes. It is preferable for BCBAs to be available for July 1, 2023.

Thank you.

Maureen McCauley

Assistant Director of Purchasing – City of Waterbury

**REQUEST FOR PROPOSAL
BY
THE CITY OF WATERBURY
DEPARTMENT of EDUCATION
Board Certified Behavior Analyst Services
RFP # 7610**

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

Up to 8 Board Certified Behavior Analysts (BCBAs), as needed by the Waterbury School District, to provide services to the Waterbury public schools and to students with disabilities ages 3-22 with behavior needs and other related work as set forth in the scope of services below for the time period commencing July 1, 2023 through June 30, 2026 consisting of 10,860 hours per contract year.

A. Background and Intent

The purpose of this request is to obtain hourly cost proposals for the next three school years from reliable, experienced and licensed professional proposers who can provide behavior therapy services as set forth in the scope of services.

B. Qualifications

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

1. Experience and expertise in regard to providing the types of or similar services as those outlined in the Scope of Services in this RFP.
2. A proposer with a proven track record in providing these types of or similar services for Connecticut school districts in a timely fashion within budget to the school district's satisfaction. List all school contracts your business has had for the last five years and the reason you no longer contract with the school if applicable. The City reserves the right to contact any of these school districts for a reference.
3. BCBA(s) must be appropriately and currently licensed and certified as required by state and federal law and by the national board governing behavior analysts and their credentials.
4. In addition, the BCBA(s) must have a minimum of a master's degree in a relevant field, from an accredited institution, (a doctorate is preferred), advanced training, extensive knowledge and experience in Applied Behavior Analysis theory and practice working with students with disabilities, including students with autism spectrum disorder, in a school setting. BCBAs must have experience supervising behavior, training and collaborating with behavior therapists, teachers, registered

behavior therapists, paraprofessionals and other school staff providing behavioral therapy and related services and in overseeing student programs.

5. The BCBA(s) must be knowledgeable and experienced with state and federal special education laws, assessments and evaluations and with individual education plans. The BCBA(s) must have experience developing IEP goals and objectives, creating and modifying instructional and behavioral support plans, attending PPT meetings and providing in-service and training to District staff as requested by the District. The BCBA(s) must have appropriate training, certification and experience in restraint and seclusion techniques and be able to train District staff in those techniques in compliance with State and federal law.
6. All BCBA(s) must have their professional licenses or degrees as required by law and must have completed drug tests, background checks, fingerprinting, dcf registry checks and required training from the Department of Children and Families on the child abuse and neglect mandated reporter law.
7. A proposer who will provide BCBA(s) to the Waterbury Public Schools upon request without delay, including a substitute. The proposer agrees that the proposed staff is subject to the Waterbury Public School's approval.
8. A proposer who will maintain specific time records of services provided by staff as requested by Administration and maintain records in the form and manner as required by Waterbury Public Schools and the City of Waterbury.
9. A proposer who will train the BCBA(s) in their legal obligations relating to the confidentiality of student information and insure that staff maintain and protect the confidentiality of student information and properly maintain all records relating to the students serviced by the proposer's staff and insure that the records are appropriately kept in the student's file.
10. A proposer who will train their staff in following all laws, regulations, policies, directives and procedures of the Department of Special Education and Pupil Personnel, Board of Education, City of Waterbury and state and federal law which relate to the staff or services provided or the scope of services.
11. The successful responder/contractor shall comply with all provisions of IDEA funding as it pertains to this contract.

C. Scope of Services

1. The Proposer will provide the services of up to (8) full time Board Certified Behavior Analysts (BCBAs) with the qualifications set forth above who will provide supervision, training and related services as requested by Administration for students with disabilities, pre-k through Grade 12, for up to 10,860 hours for each BCBA per year consisting of up to 181 Waterbury Public School District Calendar

days for up to 7.5 hours per day and up to 20 days during the summer for up to 5.5 hours per day.

2. The BCBAs may work with one or more students based upon the students' individual education plans. Students are primarily located in Waterbury schools.
3. All BCBAs are required to work 181 school days with students in accordance with Waterbury Public Schools School Year Calendar for 7.5 hours each day Monday through Friday.
4. All BCBAs are required to plan, develop and provide 5 full day professional development experiences and will be required to work 7.5 hours on each of these designated days in accordance with Waterbury Public Schools School Year Calendar.
5. All BCBAs are required to attend or plan, develop and provide training for 13 half-day professional development days and will be required to work 7.5 hours on each of these designated days. BCBAs who are assigned to schools designated in the Commissioners Network are required to attend an additional 22 half day professional development days and will be required to work 7 hours on each of these designated days in accordance with Waterbury Public School Year Calendar.
6. All BCBAs are required to attend orientation upon hire to discuss Waterbury Public Schools District and School based policies and procedures.
7. All BCBAs are required to work during the Extended School Year Summer Program upon request by Waterbury Public Schools for a total of 20 days for 5.5 hours each day Monday through Friday based upon the students' individual education plans.
8. The proposer is required to provide a program manager that will be responsible for managing all BCBAs and credentials with respect to the following: attendance; performance; training; supervision; professional ethics and conduct within the work environment; BCBA certification; and ongoing regular communication and collaboration with designated Waterbury Public Schools staff.
9. The proposer will provide a total of 8 BCBAs. Each BCBA shall have the following duties and responsibilities: oversee, monitor and improve student programs, develop appropriate Individual Education Plan goals and objectives for students, create or modify instructional and behavior support plans with school staff, work collaboratively with school staff and administration and families, provide professional development, provide training in restraint and seclusion techniques, assist school staff and administration with staff evaluation and supervision, supervise staff providing behavior therapy services as directed by administration, conduct assessments and evaluations across settings (curriculum, environmental, preference, behavior), facilitate inclusion and transition efforts, including but not limited to transitions to schools and staff, coordinate district wide on site visits as directed by administration, attend PPT meetings, train school staff in autism identification instruments for educational programming, provide training to school

staff as needed, upload reports and other documents on the Waterbury Public School's web-based IEP system, parent training and support as requested by administration and other related duties as directed by administration.

10. The Proposer shall maintain detailed records of all of the services it provides as requested by administration and will prepare reports describing their services as required by Administration and shall require all staff to utilize the Waterbury Public School's web-based Individual Education Plan (IEP) system for reports. All reports prepared by the proposer will be provided to administration prior to making them available to third parties.
11. BCBA's shall submit the following documentation to the City to support the City submitting claims to the Medicaid School Based Child Health Program administered by the Department of Social Services. On a monthly basis, the Contractor will submit daily service logs for the student. If the City utilizes a web-based platform for purposes of claims submissions to Medicaid (e.g., CT-SEDS, Compuclaim, Frontline), the Contractor will complete service logs and monthly progress reports in such web-based applications for students in which those web-based applications indicate that such document is required. The Contractor will not determine Medicaid eligibility of the student. Daily service logs and monthly progress reports will include date and times of services, names, disciplines, and licensing information of the individual providing the services; and shall be signed by the individual(s) who performed and/or supervised the service
12. The Proposer shall provide all substitutes for its staff who possess the same credentials and experience as the regular staff.
13. The proposer must provide a transparent electronic and fully accessible system for verifying hours worked by BCBA staff and personnel. This shall include access to review paid time off, sick time, holiday time, attendance, and lunch breaks.

D. Agreement Period

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be from July 1, 2023 through June 30, 2026.

E. Insurance

The respondent shall provide insurance as set for in **Attachment D** provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial category as shown in the most current A.M. Best Company ratings.

F. 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 complete and sign the items and any forms included in Attachment A. (Contract Compliance Packet).
3. All questions and communications about this request for Proposal and submission requirements must be directed to the City of Waterbury ProcureWare website and must be received **by 2:00 PM on March 30, 2023**. Prospective proposers must limit their contact regarding this RFP to the Purchasing Director or such other person otherwise designated by the Purchasing Director. Responses to questions submitted by the above date or identified at any Information Session to be held in regard to this RFP, **along with any changes or amendments to this RFP**, will be available via the City of Waterbury ProcureWare website **by April 4, 2023, 2:00 PM**. It shall be the responsibility of the proposer to download this information. If you have any procedural questions in this regard, please call the Purchasing Director at (203) 574-6748.

G. Management

Any contract or purchase order resulting from this RFP will be managed by the Waterbury Public School's Department of Special Education.

H. Conditions

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

1. All proposals in response to this RFP are to be the sole property of the City. Proposers are encouraged **not** to include in their proposals any information which is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.
2. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the City.
3. The timing and sequence of events resulting from this RFP will ultimately be determined by the City.
4. The proposer agrees that the proposal will remain valid for a period of 120 days after the closing date for the submission and may be extended beyond that time by mutual agreement.
5. The City may amend the terms or cancel this RFP any time prior to the execution of a contract or purchase order for these services if the City deems it to be necessary, appropriate or otherwise in the best interests of the City.

Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered. At his option, the City's Director of Purchasing may provide all proposers with a limited opportunity to remedy any technical deficiencies identified by the City in their initial review of proposals.

6. The proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel from the proposal during the course of the agreement period must be approved by the City, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the City. At its discretion, the City may require the removal and replacement of any of the proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the City.
7. All subcontractors hired by the proposer awarded a contract or purchase order as a result of this RFP must have prior approval of the City prior to and during the agreement period.
8. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.
9. A proposer must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary by the City to satisfactorily meet the requirements set forth or implied in the proposal.
10. No additions or changes to the original proposal will be allowed after submittal, except as may be allowed by the City, at its option, in accordance with Section H.5. of this RFP. While changes are not permitted, clarification of proposals may be required by the City at the proposer's sole cost and expense. The final price and scope of services of any contract or purchase order resulting from this RFP may be negotiated with responsible proposers.
11. The proposer may be required to give presentations to the extent necessary to satisfy the City's requirements or needs. In some cases, proposers may have to give presentations or further explanation to any RFP selection committee established by the City.
12. The proposer represents and warrants that the proposal is not made in connection with any other proposer and is in all respects fair and without collusion or fraud. The proposer further represents and warrants that it did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the City participated directly in the proposer's proposal preparation.

13. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the requested format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.
14. The proposer must accept the City's standard agreement language. See Attachment B.
15. Any contract or purchase order resulting from this RFP process will represent the entire agreement between the proposer and the City and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability for payment of services under the terms of the contract or purchase order until the successful proposer is notified that the contract or purchase order has been accepted and approved by the City. Any contract resulting from this RFP may be amended only by means of a written instrument signed by the proposer and signed by the Mayor.

I. Proposal Requirements & Required Format

One original (1) and (4) paper copies of the proposal, as well as a copy of the original proposal in pdf format on a CD or flash drive, must be received at the following address no later than **11:00 AM on April 12, 2023**. **Proposals received after that time shall not be considered.**

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

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

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

1. Proposer Information: Please provide the following information:

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

2. Experience, Expertise and Capabilities

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

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

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

3. Statement of Qualifications and Work Plan

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

4. Cost Schedule. Proposals shall include a single price for the three- year term of work to be performed in accordance with this RFP, inclusive of all personnel and non-personnel expenses. This price should encompass the entire Scope of Services in this RFP. The City reserves the right to negotiate costs, scope of services, and key personnel based on provider proposals. In order for the City to evaluate the proposed cost, proposers must include for each element in the Work Plan outlined in Section I.3.b. above, the staff, hours, hourly rates and the total cost. Include details generally associated with non-personnel costs as an additional cost section.

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

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

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

Please respond to the following questions:

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

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

J. Evaluation of Proposals; Selection Process

1. Evaluation Criteria

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

- a. Proposed statement of work. Emphasis will be on grasp of the issues involved, soundness of approach and the quality of the overall proposal.
- b. Proposed cost schedule.
- c. Experience, expertise, and capabilities of the proposer. Background, qualifications, and previous experience of personnel to be assigned to the project and their demonstrated competence, experience and expertise in the type of work to be performed. The type of experience, expertise, capabilities, and qualifications desired are outlined in Section B. - Qualifications of this RFP. The City may contact one or more of the organization references listed in Section 1.2.b. of this RFP as part of assessing the experience, expertise and capabilities of the proposers or those selected as the finalist(s).
- d. Time, Project and Cost Schedule. Emphasis will be on the proposer's record with completing tasks and producing the necessary products within required time frames and within budget.

2. Selection Process

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

K. 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.

L. Federal, State and Local Employment Requirements

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

M. 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.

N. State DAS Requirements for Construction Projects

If applicable, Proposers shall submit with their Proposals their DAS Contractor Prequalification Certificate along with a current Updated Bid/Proposal Statement. In addition, any named Subcontractor whose subcontract value is equal to or greater than \$500,000 shall hold a current DAS Contractor Prequalification Certificate in the closest applicable Classification of the work that the Subcontractor will complete in the contract. The proposer must submit with their proposal, all applicable Subcontractor DAS Prequalification certificates. Any Proposal submitted without a copy of the DAS

Prequalification Certificate and an Updated Bid/Proposal Statement for the proposal and DAS Prequalification Certificates for Subcontractors whose subcontract value is equal to or greater than \$500,000 shall be invalid.

The Successful Proposer and each of its Subcontractors having subcontracts in value equal to or greater than \$500,000 shall maintain and keep current their respective DAS Contractor Prequalification Certificates at all times during the term of the Contract and any warranty period set forth in the Contract Documents.

O. Bid Bond – NOT APPLICABLE

Each Proposal submitted shall be accompanied by a Proposal Security (a Certified Check or Bid Bond) in the amount of **ten (10) percent** of the Total Proposal Price.

P. Performance/Payment Bonds – NOT APPLICABLE

The Proposer to whom a contract is offered, must furnish to the City, if that contract has a total cost greater than \$50,000.00, a 100 percent Performance Bond with a surety, and in a form, acceptable to the City. In the City's sole discretion, it may also require a 100 percent Payment Bond and/or other additional security with a surety, and in a form, acceptable to the City.

Five (5) Attachment A Documents

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

One (1) Attachment B Document

- SAMPLE CONTRACT

One (1) Attachment C Document

- ADDENDUM/CERTIFICATION/NOTICE OF ACCEPTANCE

One (1) Attachment D Document

- INSURANCE REQUIREMENTS

Attachment D

Insurance Requirements

Contractor/Vendor shall agree to maintain in force at all times during the contract the following policies and minimum limits and shall name all entities, individuals, etc., identified below as an Additional Insured on a primary and non-contributory basis to all policies, except to those policies expressly excluded below. Additionally, all policies, with the exception of those expressly identified otherwise, shall also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A"VIII.

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

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

General Liability: \$1,000,000 each Occurrence
 \$2,000,000 General Aggregate
 \$2,000,000 Products/ Completed Operations Aggregate

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

Workers Compensation: WC Statutory Limits
 Employer Liability (EL)
 \$1,000,000 EL each Accident
 \$1,000,000 EL Disease each Employee
 \$1,000,000 EL Disease Policy Limits

Excess/Umbrella Liability: \$1,000,000 each Occurrence
 \$1,000,000 Aggregate

Professional Liability/E&O: \$1,000,000 each Wrongful Act
 \$1,000,000 Aggregate

Abuse/Molestation Liability Insurance: \$1,000,000.00 each Occurrence
 \$1,000,000.00 aggregate coverage.

(Applicable to Contractors working directly with Youth/Minors)

Wording for Additional Insured Endorsement and Waiver of Subrogation:

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



Connecticut Behavioral Health LLC
School Behavioral and Clinical Services

**Board Certified Behavior Analyst Services
Bid #7610**

3 Year Cost Schedule-Revised

Updated BCBA Cost Schedule decreases the initial Year 1 cost that was previously proposed and adjusts costs yearly based on a very conservative 3% cost of living adjustment. Cost of living adjustment will assist with staff retention year upon year.

BCBA Hourly Cost:

Year 1: \$101.00

- 181 days x 7.5hrs = 1,357.50 hours/year x \$101.00/hour = **\$137,107.50** – Regular School Year;
- 20 days x 5.5hrs = 110hrs x \$101.00/hour = **\$11,110.00** – Extended School Year/Summer School
- **Total Cost Per BCBA: \$137,107.50 + \$11,110.00 = \$148,217.50**

Year 2: \$104.03

- 181 days x 7.5hrs = 1,357.50 hours/year x \$104.03/hour = **\$141,220.73** – Regular School Year;
- 20 days x 5.5hrs = 110hrs x \$104.03/hour = **\$11,443.30** – Extended School Year/Summer School
- **Total Cost Per BCBA: \$141,220.73 + \$11,443.30 = \$152,664.03**

Year 3: \$107.15

- 181 days x 7.5hrs = 1,357.50 hours/year x \$107.15/hour = **\$145,456.13** – Regular School Year;
- 20 days x 5.5hrs = 110hrs x \$107.15/hour = **\$11,786.50** – Extended School Year/Summer School
- **Total Cost Per BCBA: \$145,456.13 + \$11,786.50 = \$157,242.63**

RFP #7610
BOARD CERTIFIED BEHAVIOR ANALYST SERVICES
WATERBURY PUBLIC SCHOOLS

CONNECTICUT BEHAVIORAL HEALTH, LLC
673 SOUTH MAIN STREET
CHESHIRE, CT 06410
WWW.CTBEHAVIORALHEALTH.COM
203-271-1430



Connecticut Behavioral Health LLC
School Behavioral and Clinical Services

**Board Certified Behavior Analyst Services
Bid #7610**

PROPOSER INFORMATION

**Connecticut Behavioral Health, LLC
673 South Main Street
Cheshire, CT 06410**

**Established 2004
Limited Liability Company/S-Corp
State of Connecticut**

Connecticut Behavioral Health, LLC has been engaged in outpatient behavioral health services, in home ABA and behavioral health services, and school-based consultation services for 20 years

Dr. Jonathan Pedro, Owner and Chief Executive Officer

Dr. Jonathan Pedro is a Licensed Clinical Psychologist who has provided outpatient clinical and behavioral services as well as clinical and behavioral school consultation services with Connecticut Behavioral Health, LLC since 2004.

Dr. Ryan Loss, Executive Director of Connecticut Behavioral Health, LLC

Dr. Ryan Loss is a Licensed Clinical Psychologist who has provided outpatient clinical and behavioral services as well as clinical and behavioral school consultation services with Connecticut Behavioral Health, LLC since 2004.



Connecticut Behavioral Health LLC
School Behavioral and Clinical Services

**Board Certified Behavior Analyst Services
Bid #7610**

Experience, Expertise, Capabilities

Philosophy Statement and Business Focus

Connecticut Behavioral Health, LLC (CBH) is a comprehensive group psychology practice that has been providing school, organizational (DCF and DDS), in-home, and community behavioral health services for the past 20 years. CBH staff (Licensed Psychologists, BCBA's, LCSWs, LPCs, RBTs) collaborate with school personnel to evaluate, design, and implement behavioral and special education individualized programs. Our practice belief at CBH is that a team works better than an individual. As behavioral health providers we work to establish collaborative and productive relationships with all relevant parties so that we can obtain the most information possible to design a program for an individual that utilizes the support of all those involved in his/her/their life.

As ABA and BCBA consultants to many Connecticut school districts, CBH provides on-site training for school personnel to implement difficult behavioral modification programs, beginning with functional behavior assessments (FBA) and behavior intervention plans (BIP), and tiered level systems for the most difficult behavior problems. Connecticut Behavioral Health, LLC professionals utilize research based applied behavioral analytic methodologies to create programs for individuals with developmental disabilities and autism spectrum disorders. CBH also offers on-site professional development training on child and adolescent developmental and behavioral health issues.



Connecticut Behavioral Health LLC
School Behavioral and Clinical Services

**Board Certified Behavior Technician Services
Bid #7610**

Summary of Relevant Experience

List of School Districts Connecticut Behavioral Health, LLC Provides BCBA Services To:
Waterbury Public Schools:

- Miguel Pabon, Director of Pupil Services, 203-346-3505
- BCBA Consultation SY 2021-22 to present
 - ABA Program Management at the Elementary through High School;
Development of Data Collection System; Staff Training; Individual Student
Program Management; Conducted FBAs/BIPs
- Start Date: SY 21-22
- Cost to District: 1 BCBA: Approximately \$151,000/year

Seymour Public Schools:

- Dr. Kristopher Boyle, Director of Pupil Services, 203-888-7232
- BCBA Consultation SY 22-23
 - ABA Program Management at the High School;
Development of Data Collection System; Staff Training; Individual Student
Program Management; Conducted FBAs/BIPs
- Start Date: SY 22-23
- Cost to District: 1 BCBA: Approximately \$151,000/year

Regional School District 16:

- Mrs. Michelle Fortuna, Director of Special Education & Pupil Services, 203-758-6671
- BCBA Consultation for approximately 15 years concluding in SY 2022
 - Developed District-Wide ABA Program including Full Data Collection System;
Staff Training; Individual Student Program Management; Conducted FBAs/BIPs
- Start Date: Approximately Fall 2007 to June 2022
- Cost to District: 1 BCBA: Approximately \$151,000 for final year of contract

East Haven Public Schools:

- Robert Swan, Director of Pupil Services, 203-468-3312
- BCBA Consultation: District-Wide Behavioral Support; Individual Student Program
Consultation; Staff Training; Conducted FBAs/BIPs
- Start Date: September 2021 to Present
- Cost to District: 1.5 BCBA's in District: Approximately \$200,000

Hamden Public Schools:

- Karen Habegger, Interim Director of Pupil Personnel Services, 203-407-2220
- BCBA Consultation: District-Wide Behavioral Support; Individual Student Program Consultation; Staff Training; Conducted FBAs/BIPs
- Start Date: 2018 to Present
- Cost to District: 2 BCBAs: Approximately \$280,000

Vernon Public School:

- Robert Nagashima, Director for Special Education, (860) 896-4670
- BCBA Consultation: District-Wide Behavioral Support; Individual Student Program Consultation; Staff Training; High School and Middle School ABA Program Management; Conducted FBAs/BIPs
- Start Date: 2019 to present
- Cost to District: 2 BCBAs: approximately \$240,000

Hartford Public School:

- Jennifer Hoffman, Senior Executive Director for Special Education and Pupil Services, 860-695-8732
- BCBA Consultation: District-Wide Behavioral Support; Individual Student Program Consultation; Staff Training; Conducted FBAs/BIPs
- Start Date: 2021 to present
- Cost to District: 1 BCBA: \$151,000/year

New Fairfield Public Schools:

- Katherine Matz, Director of Pupil Personnel Services, (203) 312-5774
- BCBA Consultation: Individual Student Program Oversight
- Start Date: January 2023
- Cost to District: \$1,750 per week; ongoing consultation

Shared Services District:

- Quentin Rueckert, Executive Director of Student Services, (860) 379-8583
- BCBA Consultation: District-Wide Behavioral Support; Individual Student Program Consultation; Staff Training; Conducted FBAs/BIPs
- Start Date: 2020 to present
- Cost to District: 1 BCBA: \$90,900; 20-25 hours per week

Stratford Public Schools:

- Heather Borges, Director of Student Services, 203-385-4225
- BCBA Consultation: Development and Oversight of District-Wide ABA Program at Elementary and Middle School; District-Wide Behavioral Support; Individual Student Program Consultation; Staff Training; Conducted FBAs/BIPs
- Start Date: CBH has been contracted with Stratford since 2017 to provide ABA/BCBA consultative services
- Cost to District: 3 BCBAs: \$420,000

New Britain Public Schools:

- Mark Spaulding, Director of Student Services, 203-827-2235
- BCBA Consultation: Development and Oversight of Specific ABA Programs at Elementary, Middle, and High School; District-Wide Behavioral Support; Individual Student Program Consultation; Staff Training; Conducted FBAs/BIPs
- Start Date: 2021 to Present
- Cost to District: 2.5-5 BCBAs: Year 1; 5 BCBAs: \$575,959; Year 2; 2.5 BCBAs: Approximately \$240,000



Connecticut Behavioral Health LLC
School Behavioral and Clinical Services

**Board Certified Behavior Analyst Services
Bid #7610**

Personnel Listing

Dr. Ryan Loss: Program Manager
Bryan Pinto, BCBA
Kelly Halstead, BCBA
Michael Bloom, BCBA
Danica Ackerman-Perrier, BCBA
Danielle Poirier, BCBA
Joyce Daigneault, BCBA
Gabriella Gabrielson, BCBA
Nicole Skrzyniarz, BCBA
Eliyahu Baruch, BCBA
Lindsay Day, BCBA

Conflict of Interest

Connecticut Behavioral Health, LLC is not engaged in any relationships with the city of Waterbury, thus there is no conflict of interest that exists for Connecticut Behavioral Health, LLC.

Statement of Qualifications and Work Plan

Qualifications:

Connecticut Behavioral Health, LLC (CBH) has been providing BCBA services to districts throughout the state of Connecticut for 15 years. Currently CBH provides 20 BCBAs to school districts throughout the state of Connecticut, and consistently meets the ever-increasing needs of districts for staff, when additional staff are requested.

CBH's BCBAs have significant school experience developing and implementing ABA driven individual and classroom wide programs for students on the Autism Spectrum as well as for students with emotional and behavioral difficulties in elementary, middle, and high school settings. CBH's services have worked collaboratively with district administrators to support district programs for individual students and district-wide programs. CBH's BCBAs have successfully fulfilled the BACB requirements for the BCBA certification and are licensed in the

State of Connecticut as Behavior Analysts. CBH only hires BCBA's who have experience working with individuals with emotional, behavioral, developmental, and/or social delays.

CBH has been fortunate to retain over 95% of its staff year upon year. We feel that we create a supportive work environment for our staff and the fact that we are local to the state of Connecticut, where our staff can come to our office to speak with us, allows for a greater feeling of connectivity and overall positive view of how CBH is supportive and responsive to staff needs.

Work Plan:

CBH BCBA's have experience working across all levels of education and CBH's Program Manager would work directly with district administrators to identify the BCBA's who best fit across the different programs and educational levels, where BCBA support is needed. The BCBA's assigned to each program and school would work with Waterbury Public School personnel to fulfill the specific needs outlined for the classroom/program/student the BCBA is assigned to.

CBH BCBA's would work to develop, in collaboration with the schools/programs they each work with, a streamlined communication system, allowing school personnel to readily communicate with them on what the specific needs are and share feedback on how programs are working, as well as share data that has been collected on the programs being implemented. Data collection and analysis are critical to evaluate overall program effectiveness, thus, working with school teams on collection procedures for data is a critical role that our BCBA's will undertake.

Additionally, CBH administration will maintain consistent and frequent communication with Waterbury School administration to address any needs/concerns that arise with CBH staff as well as respond to increasing staff needs that arise within the school district. CBH's Executive Director and Director of School-Based Services are the primary contacts to discuss staff services in the school district.

Administratively, CBH completes background checks on all staff (federal, local, DCF/DDS) prior to hire and all staff are required to complete Mandated Reporter Training prior to being allowed to work in any school. CBH has a procedure that all staff are provided instruction/direction on for when they are absent. This process involves notifying CBH administration/supervisors, school district contacts, and utilization of CBH's sub list to work to secure a substitute for the day(s) the staff member will be out.

Lastly, CBH, through the use of our HR management system, is able to verify hours for each staff on a monthly basis and provide a daily accounting of each staff's time and attendance, when submitting monthly invoices to school districts. This provides a system of checks and balances for staff attendance.

Services Expected of the City:

CBH BCBAs would look to the school district to provide access to current behavioral plans and records for the students/programs that the BCBAs would be working on. This will allow each BCBA the opportunity to understand what is expected of them and how they can best service individual or classroom wide needs.

CBH expects the Waterbury Public Schools to communicate any concerns with staff and/or other administrative processes that require correction. Open communication with CBH will allow CBH to address the concerns quickly and work collaboratively with the district to address them.

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

A. Have you ever failed to complete any work awarded to you?

NO

B. Have you ever defaulted on a contract?

NO

C. Is there any pending litigation which could affect your organizations ability to perform this agreement?

NO

D. Has your firm ever had a contract terminated with cause in the past five years?

NO

E. Has your firm been named in a lawsuit related to errors or omissions within the past five years?

NO

F. During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws?

NO

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

NO



Connecticut Behavioral Health LLC
School Behavioral and Clinical Services

**Board Certified Behavior Technician Services
Bid #7610**

Exceptions and Alternatives

NONE

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #14.14

June 13, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve a Professional Services Agreement with Stepping Stones Group, LLC, for a three-year period, for Board Certified Behavior Analyst Services for students in accordance with their Individual Education Plan (IEP), subject to any non-substantive changes approved by the Corporation Counsel's office.

EXECUTIVE SUMMARY

DATE: June 7, 2023

To: Board of Education
Board of Alderman

FROM: Miguel Pabon, Director of Pupil Services

RE: Approval of Agreement between the City of Waterbury and The Stepping Stones Group, LLC for Board Certified Behavior Analyst Services (BCBA)

The Special Education Department requests approval of the attached agreement between the City of Waterbury and The Stepping Stones Group, LLC, subject to any minor, non-substantive changes to be approved by the Office of the Corporation Counsel. This agreement is necessary in order to provide Board Certified Behavior Analyst Services (BCBA) to identified students with disabilities, in accordance with their Individual Education Plan (IEP).

The Stepping Stones Group, LLC was awarded a three-year contract not to exceed \$413,835.00 for the entire term of the contract, and in accordance with the cost proposal and as set forth below:

For July 1, 2023- June 30, 2024, an amount not to exceed \$137,945.00, based on the hourly rate of \$94.00 per hour;

For July 1, 2024- June 30, 2025, an amount not to exceed \$137,945.00, based on the hourly rate of \$94.00 per hour;

For July 1, 2025 –June 30, 2026, an amount not to exceed \$137,945.00, based on the hourly rate of \$94.00 per hour;

The Special Education Department elected to issue a Request for Proposal #7610, for Board Certified Behavior Analyst Services (BCBA) to provide services to students with disabilities. We received proposals from ten (10) vendors. The department formed a Selection Committee which included Miguel Pabon, Director of Pupil Services, Sharon Walsh, Assistant Director of Pupil Services, and Michelle Bibeau, Supervisor of Special Education. After reviewing the ten (10) vendor proposals, the top four (4) were selected for a follow-up interview. After careful review of all the proposals and information from the interviews, the Selection Committee recommended the following three (3) vendors to provide these services: 1) Connecticut Behavioral Health, LLC was awarded part of the contract (up to 2 BCBA's); 2) Stepping Stones Group, LLC, was awarded one (1) BCBA; and 3) Apex Educational Solutions was awarded one (1) BCBA. The Stepping Stones Group, LLC has worked with our district in the past and we have been satisfied with the services provided. This contract is paid with IDEA Grant funds. A tax clearance and all requisite city compliance documents have been or will be obtained.

PROFESSIONAL SERVICES AGREEMENT

RFP No. 7610

for

Board Certified Behavior Analyst Services

between

The City of Waterbury, Connecticut

and

The Stepping Stones Group, LLC

THIS AGREEMENT (the “Agreement” or “Contract”), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (the “City”), located at City Hall, 235 Grand Street, Waterbury, Connecticut 06702 and The Stepping Stones Group, LLC (the “Consultant”), located at 123 N. Wacker Drive, Suite 1150, Chicago, Illinois 60606, a State of Connecticut duly registered foreign limited liability company. (Jointly referred to as the “Parties” to this Agreement.)

WHEREAS, the Consultant submitted a proposal to the City responding to **RFP No. 7610** for Board Certified Behavior Analyst Services; and

WHEREAS, the City selected the Consultant to perform services regarding **RFP No. 7610**; and

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

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

1.1. The Project consists of, and Consultant shall provide, Board Certified Behavior Analysts (BCBAs) for the Waterbury Public School District and students with disabilities ages 3-22 with behavior needs and other related services under the direction of School District personnel for up to 1,467.5 hours per contract year, as directed by the students’ Individual Education Plans (IEPs) and 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:

- 1.1.1 Addendum #1 to City of Waterbury RFP No. 7610, dated April 4, 2023, consisting of 3 pages, attached hereto;
- 1.1.2 City of Waterbury RFP No. 7610, consisting of 14 pages (excluding Attachments A-C), attached hereto;
- 1.1.3 Consultant's Revised Cost Proposal, consisting of 1 page, attached hereto;
- 1.1.4 Consultant's Response to RFP No. 7610, consisting of 35 pages (excluding staff resumes and certifications and City contract compliance documents), attached hereto;
- 1.1.5 City Contract Compliance Documents, incorporated herein by reference;
- 1.1.6 Certificates of Insurance, incorporated herein by reference;
- 1.1.7 Licenses, incorporated herein by reference;
- 1.1.8 All applicable Federal, State, and local statutes, regulations charter and ordinances, incorporated herein by reference.

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

- 1.2.1 All applicable Federal, State, and local statutes, regulations charter and ordinances
- 1.2.2 Any Amendments to this Contract
- 1.2.3 This Contract
- 1.2.4 Addendum #1 to City of Waterbury RFP No. 7610
- 1.2.5 City of Waterbury RFP No. 7610
- 1.2.6 Consultant's Revised Cost Proposal
- 1.2.7 The Consultant's Response to RFP No. 7610

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

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

above, all the services required hereunder shall be performed by the Consultant under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

2.2. Representations Regarding Qualifications. The Consultant hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that the Consultant and/or its employees be licensed, certified, registered, or otherwise qualified, the Consultant and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Consultant shall provide to the City a copy of the Consultant's licenses, certifications, registrations, etc.

2.3. Activities, Work, and Services Performed in Department of Education Facilities, on School Grounds, at Student Sporting Events, and/or where City Students Present. For all activities in school facilities and/or Department of Education facilities, the Contractor shall first be required to coordinate all on-site visits and activities with the appropriate Department/personnel in Education, or the designated person and shall obtain any necessary clearance, ID badges, etc.

2.4. Criminal Background Check and DCF Registry Check. The Consultant shall ensure, and represents to the City, that any employee who will be on school grounds/Department of Education Property/at Department of Education events and/or where City students are present, that will or may have direct contact with a student pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The Consultant shall further ensure, and represents to the City that any person who will have direct contact with a student has submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The Consultant shall not permit any person with a disqualifying criminal history to have direct contact with a student.

2.5. Activities, Work, and Services Performed on other City Property (Non-Education facilities). For all activities involving non-Board of Education facilities and/or buildings, Consultant shall first be required to coordinate all on-site visits and activities with the appropriate City Department or its designee.

2.6. Confidentiality/FERPA. Consultant shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education, Connecticut Department of Education and the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc. Consultant shall further ensure that its employees, agents, or anyone performing work on their behalf under the terms of this Agreement shall strictly adhere to all State and Federal Statutes, rules, policy,

regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education and those of the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc.

2.6.1 Any and all materials contained in City of Waterbury student files that are entrusted to Consultant or gathered by Consultant in the course of its services shall remain in the strictest confidence to prevent disclosure of the same. All information furnished by the City or gathered by Consultant shall be used solely for the purposes of providing services under this Agreement.

2.6.2 Consultant acknowledges that in the course of providing services under this Agreement, it may come into the possession of education records of City Waterbury students as defined in and governed by Family Educational Rights and Privacy Act (“FERPA”, 20 U.S.C. § 1232g) and related regulations (34 C.F.R. § 99) Consultant and City shall comply with the requirements of said statute and regulations, as amended from time to time and Consultant agrees to use information obtained from the City or student education records only for the purposes provided in this Agreement. Without the prior written consent of the student’s parent or guardian, as required by FERPA, Consultant has no authority to make disclosures of any information from education records. Consultant shall instruct its employees of their obligations to comply with FERPA.

3. 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. If applicable or requested by the City, the Consultant 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 Consultant and/or delivered by the Consultant during the time period covered by the report, (iv) expressed as a percentage of the total work and services required under this Contract, the percentage of the total work represented by the work and services described in subsection iii above, (v) expressed as a percentage of this Contract's Section 6 total compensation,

the percentage of the total compensation represented by the work and services described in subsection iii above, (vi) the Consultant's declaration as to whether the entirety of the Consultant's work and services required in this Contract will be, or will not be, completed within the Contract's Section 6 total compensation amount, and (vii) any and all additional useful and/or relevant information. Each report shall be signed by an authorized signatory.

NOTE: the Consultant's failure to deliver any report required herein shall be deemed a material breach of this Contract, the City hereby reserving the right to exercise all available legal remedy(ies) to address said breach.

4. 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 commencing July 1, 2023, and terminating June 30, 2026.

5.1. Time is and shall be of the essence for all Project milestones, completion date for the Project. The Consultant further agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between the Consultant and City, that the Contract Time is reasonable for the completion of the Work. The Consultant shall be subject to City imposed fines and/or penalties in the event the Consultant breaches the foregoing dates.

6. Compensation. The City shall compensate the 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 **FOUR HUNDRED THIRTEEN THOUSAND EIGHT HUNDRED THIRTY-FIVE DOLLARS (\$413,835.00)** for the entire term of this Agreement, and shall be in accordance with Consultant's Revised Cost Proposal and as set forth below:

6.1.1. July 1, 2023 – June 30, 2024

An amount not to exceed..... \$137,945.00

Based on the hourly rate of..... \$94.00 per hour

6.1.2. July 1, 2024 – June 30, 2025

An amount not to exceed..... \$137,945.00

Based on the hourly rate of..... \$94.00 per hour

6.1.3. July 1, 2025 – June 30, 2026

An amount not to exceed..... \$137,945.00

Based on the hourly rate of..... \$94.00 per hour

Total Amount Not to Exceed..... \$413,835.00

6.2. Limitation of Payment. Compensation payable to the Consultant is limited to those fees set forth in Section 6.1., above. Such compensation shall be paid by the City upon review and approval of the Consultant's invoices for payment and review of the work, services, deliverables, etc. required in this Contract and review as may be further required by the Charter and Ordinances of the City. Consultant's invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

6.2.1 The Consultant and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to the Consultant in an amount equaling the sum or sums of money the Consultant and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding the Consultant's and/or its affiliate's real and personal tax obligations to the City.

6.3. Review of Work. The Consultant shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. The Consultant shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Consultant's demand for payment. The City shall not certify fees for payment to the Consultant until the City has determines that the Consultant has completed the work in accordance with the requirements of this Contract.

6.4. Proposal Costs. All costs of the Consultant in preparing its proposal for **RFP No. 7610** shall be solely borne by the Consultant and are not included in the compensation to be paid by the City to the Consultant under this Contract or any other Contract.

6.5. Payment for Services, Materials, Employees. The Consultant shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. furnished to the City under this Contract. The Consultant shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc., going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final payment is made, the Consultant shall furnish a

legal statement to the City that all payments required under this subparagraph have been made.

6.6. Liens. Neither the final payment nor any part of the retained percentage, if any, shall become due until the Consultant, if requested by the City, shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, if required, in either case, an affidavit that so far as the Consultant has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but the Consultant may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City, to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the Consultant shall refund to the City all moneys that the City may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

7. Passing of Title and Risk of Loss. Title to each item of equipment, material, reports, plans, specifications, supplies, services, etc. required to be delivered to the City hereunder shall pass to City upon City payment to the Consultant for that item. Consultant and its insurer shall assume the risk of loss or damage up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's negligence.

8. Indemnification.

8.1. The Consultant shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, **(ii)** are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Consultant, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; **(iii)** enforcement action or any claim for breach of the Consultant duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

8.2. In any and all claims against the City or any of its boards, agents, employees or officers by the Consultant or any employee of the Consultant, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 8.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

8.3. The Consultant understands and agrees that any insurance required by this Contract, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this Contract.

8.4. The Consultant expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, agents, employees or officers as provided herein.

8.5. Royalties and Patents. The Consultant shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Consultant's own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, the Consultant shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by the Consultant and as to any award made thereunder.

8.6. In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Consultant shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Consultant, or its subcontractor, omission or commission.

9. Consultant's Insurance.

9.1. The Consultant shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by the Consultant and such insurance has been approved by the City. The Consultant shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

9.2. At no additional cost to the City, the Consultant shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the Consultant's obligation under this Contract, whether such obligations are the Consultant's or subcontractor or person or entity directly or indirectly employed by said Consultant or subcontractor, or by any person or entity for whose acts said Consultant or subcontractor may be liable.

Education Department

2023-2024 Proposed Budget Summary

	Expenditures 2021-2022	Approved Budget 2022-2023	Proposed Budget 2023-2024	Difference
Salaries	\$96,593,025	\$141,690,390	\$145,963,162	\$4,272,773
Health Benefits Expense	\$8,095,808	\$8,094,800	\$9,094,800	\$1,000,000
Instructional Expense	\$2,324,817	\$2,500,590	\$2,591,090	\$90,500
Purchased Services Expense	\$33,039,641	\$33,821,054	\$35,936,187	\$2,115,133
Property Expense	\$9,176,339	\$8,667,836	\$8,878,450	\$210,614
Miscellaneous Expense	\$7,620,241	\$760,200	\$753,050	(\$7,150)
New Items	\$0	\$0	\$0	\$0
Gross Budget Proposal	\$156,849,871	\$195,534,869	\$203,216,739	\$7,681,870
Alliance Year 11 (Operating Budget)		(\$33,534,869)	\$0	\$33,534,869
Alliance Year 12 (Operating Budget)		\$0	(\$36,121,594)	(\$36,121,594)
Alliance Year 12 (Portion of ECS / Alliance Increase for Operating Budget)		\$0	(\$5,095,145)	(\$5,095,145)
General Fund 2016-2017 Surplus		(\$450,000)	(\$450,000)	\$0
General Fund 2015-2016 Surplus		(\$1,000,000)	(\$1,000,000)	\$0
General Fund 2014-2015 Surplus		(\$1,000,000)	(\$1,000,000)	\$0
City Non Lapsing Account		(\$500,000)	(\$500,000)	\$0
Contingency Surplus		(\$675,000)	(\$675,000)	\$0
Total Budget Proposal	\$156,850,073	\$158,375,000	\$158,375,000	\$0

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

\$2,000,000.00 Products and completed operations aggregate

Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

9.4.2 Automobile Liability Insurance:

\$1,000,000.00 combined single limit (CSL)

Providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non-owned autos.

9.4.3 Workers’ Compensation: Statutory Limits within the State of

Connecticut:

Employers’ Liability:

EL Each Accident **\$1,000,000.00**

EL Disease Each Employee **\$1,000,000.00**

EL Disease Policy Limit **\$1,000,000.00**

9.4.4 Excess/Umbrella Liability:

\$1,000,000.00 each occurrence

\$1,000,000.00 aggregate

9.4.5 Professional Liability/E&O:

\$1,000,000.00 each Wrongful Act

\$1,000,000.00 aggregate

9.4.6 Abuse/Molestation Liability:

\$1,000,000.00 each Occurrence

\$1,000,000.00 aggregate

9.5. Failure to Maintain Insurance: In the event the Consultant fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset the Consultant's invoices for the cost of said insurance.

9.6. Cancellation: The City of Waterbury shall receive written notice of cancellation from the Consultant at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

9.7. Certificates of Insurance: The Consultant's General, Automobile and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and The Board of Education as an additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Consultant's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the Consultant executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and its Board of Education are listed as Additional Insured on a primary and non-contributory bases on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability."** The City's request for proposal number must be shown on the certificate of insurance. The Consultant must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

9.8. No later than thirty (30) calendar days after Consultant receipt, the Consultant shall deliver to the City a copy of the Consultant's insurance policies, endorsements, and riders.

10. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, the Consultant represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Consultant of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: *EQUAL EMPLOYMENT OPPORTUNITY ACT*; *COPELAND ANTI-KICKBACK ACT*, as supplemented in the Department of Labor Regulations (29 CFR Part 3); *DAVIS-BACON ACT* as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the *HOUSING and COMMUNITY DEVELOPMENT ACT*

of 1974, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes; the *INDIVIDUALS WITH DISABILITIES EDUCATION ACT*, as amended. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

10.1. Permits, Laws, 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, gender identity or expression, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

11.1. Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because such person has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.

11.2. Equal Opportunity. In its execution of the performance of this Contract, the Consultant shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, gender identity or expression, national origin or citizenship status, age or handicap. The Consultant agrees to comply with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

12. Intentionally Omitted.

13. Termination.

13.1. Termination of Contract for Cause. If, through any cause, in part or in full, the fault of the Consultant, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination.

13.1.1 In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc. prepared by the Consultant under this Contract shall, at the option of the City, become the City's property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

13.1.2 Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by the Consultant, and the City may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the City from the Consultant is determined.

13.2. Termination for Convenience of the City. The City may terminate this Contract at any time for the convenience of the City, by a notice in writing from the City to the Consultant. If this Contract is terminated by the City as provided herein, the Consultant will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Consultant covered by this Contract, less payments of compensation previously made.

13.3. Termination for Non-Appropriation or Lack of Funding. The Consultant acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Consultant therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law.

13.3.1 Effects of Non-Appropriation. If funds to enable the City to effect continued payment under this Contract are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Contract without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to the Consultant.

13.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay the Consultant for the agreed to level of the products, services and functions to be provided by the Consultant under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) calendar days written notice to the Consultant, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

13.3.3 No Payment for Lost Profits. In no event shall the City be obligated to pay or otherwise compensate the Consultant for any lost or expected future profits.

13.4. Rights Upon Cancellation or Termination.

13.4.1 Termination for Cause. In the event the City terminates this Contract for cause, the Consultant shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the documents, data, studies, reports, specifications, deliverables, etc. provided to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, the Consultant shall transfer all licenses to the City which the Consultant is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Consultant for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. The Consultant shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this agreement in whole or in part.

13.4.2 Termination for Lack of Funding or Convenience. In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay the Consultant for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date and the Consultant shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Consultant shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and the Consultant may negotiate a mutually acceptable payment to the Consultant for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to Changes in the Work.

13.4.3 Termination by the Consultant. The Consultant may, by written notice to the City, terminate this Contract if the City materially breaches, provided that the Consultant shall give the City thirty (30) calendar days prior written notice and an opportunity to cure by the end of said thirty (30) day period. In the event of such termination, the Consultant will be compensated by the City for work performed prior to such termination date and the Consultant shall deliver to the City all deliverables as otherwise set forth in this Contract.

13.4.4 Assumption of Subcontracts. In the event of termination of this Contract, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract, and may further pursue completion of the work under this Contract by replacement contract or otherwise as the City may in its sole judgment deem expedient.

13.4.5 Delivery of Documents. In the event of termination of this Contract, (i) the Consultant shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and (ii) the City shall pay the Consultant for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

14. Ownership of Instruments of Professional Services. The City acknowledges the Consultant's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services.

15. Force Majeure. Neither the Contractor nor the City shall be held responsible for delays or be considered to be in breach of this Contract or be subject to liquidated damages when their respective obligations under this Contract are caused by conditions beyond their control, including without limitation:

15.1. Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions;

15.2. war, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest, riots, pandemics or epidemics;

15.3. acts of governmental authorities such as expropriation, condemnation, changes of law and order or regulations, proclamation, ordinance, or other governmental requirement;

15.4. strikes and labor disputes; and

15.5. certain accidents including but not limited to hazardous, toxic, radioactive or nuclear contamination spills, contamination, combustion or explosion, which prevent a Party from fulfilling their obligations or otherwise render performance under the Contract impossible.

Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet their obligations under this Agreement.

16. Subcontracting. The Consultant shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Consultant's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Consultant and shall name the City as an additional insured party and said subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all Federal, State and Local, laws, regulations and ordinances but such requirement shall not relieve the Consultant from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.

16.1. The Consultant shall be as fully responsible to the City for the acts and omissions of the Consultant's subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Consultant.

17. Assignability. The Consultant shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due the Consultant from the City under this Contract may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

18. Audit. The City reserves the right to audit the Consultant's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract. In the event the City elects to make such an audit, the Consultant shall immediately make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

19. Risk of Damage and Loss. The Consultant shall be solely responsible for causing the timely repair to and/or replacement of, City property or item(s) intended to become City property hereunder, where the need for repair or replacement was caused by the Consultant, by someone under the care and/or control of the Consultant, by any subcontractor of the Consultant, or by any shipper or delivery service. The Consultant shall be solely responsible for all costs and expenses, including but not limited to shipping, delivery, insurance, etc. associated with the foregoing repair and replacement obligation. Further, the Consultant shall be solely responsible for securing the City's written acceptance of all completed repairs and replacements required hereunder. The City hereby retains sole discretion to determine whether a repair or a replacement is the proper remedy.

20. Interest of Consultant. The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its

services hereunder. The Consultant further covenants that in the performance of this Contract no person having any such interest shall be employed.

21. Entire Agreement. This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Consultant.

22. Independent Contractor Relationship. The relationship between the City and the Consultant is that of client and independent contractor. No agent, employee, or servant of the Consultant shall be deemed to be an employee, agent or servant of the City. The Consultant shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract. It is the express intention of the parties hereto, and the Consultant hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Consultant hereunder is/are not and shall not be deemed an employee of the City of Waterbury, but is/are and shall remain an independent contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City of Waterbury and the Consultant or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Consultant hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that the Consultant shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

23. Severability. Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

24. Survival. Any provisions of this Contract that impose continuing obligations on the parties shall survive the expiration or termination of this Contract for any reason.

25. Contract Change Orders.

25.1. At the sole discretion of the City, a Change Order may be issued solely by the City to modify an existing party obligation set forth in this Contract where the scope of the Change Order is:

25.1.1 within the scope of the original Contract OR is made pursuant to a provision in the original Contract, AND

25.1.2 the Change Order monetary cost is charged solely against those funds encumbered for and at the time the Contract was originally executed by the City, that is those funds set forth in the original Contract as a not to exceed payment amount OR within the original Contract's contingency / allowance / reserve amount (if any is stated therein), AND

25.1.3 the Final Completion Date has not been changed.

25.2. Notwithstanding the foregoing subsection 25.1, a Change Order shall not include:

25.2.1 an upward adjustment to a Consultant's payment claim, or

25.2.2 a payment increase under any escalation clause set forth in the original contract, or any Change Order, or any amendment.

25.3. That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed, and if agreed to, approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both the Consultant, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Consultant's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract. Any contract change NOT fully complying with this Section 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. 7610** and **(ii)** the Consultant's proposal responding to the aforementioned **RFP No. 7610**.

26.1. Procedure. This procedure supersedes all statements to the contrary occurring either in proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

26.2. Presumption. This Contract or any section thereof shall not be construed against any party due to the fact that the Contract or any section thereof was drafted by such party.

27. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance. The Consultant agrees that its waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. Notwithstanding any such claim, dispute or legal action, the Consultant shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

28. Binding Agreement. The City and the Consultant each bind themselves, and their successors, assigns and legal representatives to the other party to this Contract and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.

29. Waiver. Any waiver of the terms and conditions of this Contract by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Contract.

30. Governing Law and Choice of Forum. This Contract shall be construed in accordance with the terms and conditions set forth in this Agreement and the law of the State of Connecticut without regard to choice or conflict of laws principals that would cause the application of any other laws. Any dispute or controversy arising out of or relating to this Contract or otherwise shall be determined by a court of competent jurisdiction in Waterbury, Connecticut (or the Federal Court otherwise having territorial jurisdiction over such City and subject matter jurisdiction over the dispute), and not elsewhere.

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: The Stepping Stones Group, LLC
123 N. Wacker Drive, Suite 1150
Chicago, IL 60606

City: The City of Waterbury
Attn: Department of Education
236 Grand Street
Waterbury, CT 06702

With a copy to: Office of the Corporation Counsel
City Hall Building
235 Grand Street, 3rd Floor
Waterbury, CT 06702

32. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.

The Person (the term “Person” shall herein be as defined in Section 38 of the City’s Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

32.1. It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City’s Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City’s Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

32.2. It shall be a material breach of this Contract, and it shall be a violation of the City’s Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

32.3. It shall be a material breach of this Contract and it shall be a violation of the City’s Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Consultant or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

32.4. The value of anything transferred or received in violation of the City’s Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.

32.5. Upon a showing that a subcontractor made a kickback to the City, a prime Consultant or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

32.6. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 32.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 32.6 shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

32.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has **(i)** delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; **(ii)** filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; **(iii)** delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and **(iv)** filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

32.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 32.1-32.7.

32.9. The Consultant is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

32.10. The Consultant hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: <https://www.waterburyct.org/services/city-clerk/code-of-ordinances> [click link titled "Code of Ordinances (Rev. 12/31/19)". For Chapter 38, click on "Title III: Administration", then click on "Chapter 38: Centralized Procurement System". For Chapter 39, click on "Title III: Administration", then click on "Chapter 39: Ethics And Conflicts of Interest"]

32.11. The Consultant is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects" and the State of Connecticut Legislature's Special Act No. 01-1.

32.12. Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

32.13. INTEREST OF CITY OFFICIALS. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.

32.14. PROHIBITION AGAINST CONTINGENCY FEES. The Consultant hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

32.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the Consultant set forth in Section 6 herein is greater than \$2,500,000.00, the City is entitled to receive a copy of any and all Consultant records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

(Signature page follows)

IN WITNESS WHEREOF, the Parties hereto execute this Contract on the dates signed below.

WITNESSES:

CITY OF WATERBURY

Sign:_____

Print name:

By:_____

Neil M. O'Leary, Mayor

Sign:_____

Print name:

Date: _____

WITNESSES:

THE STEPPING STONES GROUP, LLC

Sign:_____

Print name:

By:_____

Sign:_____

Print name:

Date:_____

ATTACHMENT A

- 1.** Addendum #1 to City of Waterbury RFP No. 7610, dated April 4, 2023, consisting of 3 pages, attached hereto;
- 2.** City of Waterbury RFP No. 7610, consisting of 14 pages (excluding Attachments A-C), attached hereto;
- 3.** Consultant's Revised Cost Proposal, consisting of 1 page, attached hereto;
- 4.** Consultant's Response to RFP No. 7610, consisting of 35 pages (excluding staff resumes and certifications and City contract compliance documents), attached hereto;
- 5.** City Contract Compliance Documents, incorporated herein by reference;
- 6.** Certificates of Insurance, incorporated herein by reference;
- 7.** Licenses, incorporated herein by reference;
- 8.** All applicable Federal, State, and local statutes, regulations charter and ordinances, incorporated herein by reference.



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

ADDENDUM #1

April 4, 2023

RFP 7610 Board Certified Behavior Analyst Services

Please refer to the questions and answers below.

Question: Do you require only one copy of the cost proposal in a separate sealed envelope or would you like one original and four paper copies?

Answer: Yes. We will need one original copy and the four copies. Each document must include a cost proposal.

Question: Would you like a separate file on the USB drive to contain the pricing information electronically?

Answer: Yes.

Question: Are you currently working with any agencies providing BCBA services to your District?

Answer: Yes.

Question: Who are your current vendors and what prices do they charge?

Answer: The current vendors utilized for BCBA services are as listed:

- Stepping Stones (Previously EBS) - \$87.85
- Summit Support Services - \$107.50

Question: Have these vendors been able to meet all of your BCBA needs?

Answer: Some vendors have had difficulty providing the number of staff requested.

Question: Do you require that clinicians resumes and/or licensure be submitted with the proposal?

Answer: Yes. As an attachment per the outline of the RFP proposal.

Question: How many hours are in a typical school day (i.e. how many hours are therapists allowed to be on-site and billing)?

Answer: A regular school day is dependent upon grade level:

- Elementary: 6.25 hours
- Middle School: 6.5 hours
- High School: 6.5 hours

Staff will be required to work up to 7.5 hours.

Question: How many work days are they assigned for the school year?

Answer: It is 181 School days, 20 summer days, 5 full professional development days, 22 half day professional days.

Question: Do you anticipate awarding to one or multiple vendors? If multiple, how many?

Answer: Yes. Up to 4.

Question: If multiple vendors, how will you utilize and notify awarded vendors for your staffing needs? (Ranked order, broadcast to all awarded vendors, or use of preferred vendors).

Answer: We will notify the awarded vendors via an email and publish a notification of the awarded via our procurement site.

Question: Will assigned clinicians have access to therapy materials, supplies, equipment, evaluation kits, and protocols provided by your schools?

Answer: Therapist can utilize any materials provided by the district upon request.

Question: Will assigned clinicians have access to computers/ laptops and printers provided by your schools?

Answer: Yes.

Question: Is the contracting agency able to bill for both direct and indirect treatment time (paperwork, meeting, teacher consultations, etc.)?

Answer: Yes. Per the contracting agency's rules and responsibilities to provide both indirect, direct treatment, and paperwork. It is included in their required 7.5 hours per school day.

Question: Can you please publish the current contract for these services?

Answer: The sample contract is included in the RFP.

Question: Page 8 - Section 2 - Experience, Expertise and Capabilities, letter c. Personnel Listing- Is the City requesting we include BCBA candidates and resumes of BCBAs we may assign, or is the City asking for resumes of the internal team we will assign to the project?

Answer: Provide resumes for BCBAs, as well as relevant licensure.

Question: For the hourly rates, do you accept a rate range? Do you need a fixed or flat rate?

Answer: Per the RFP it is preferred to have a fix rate.

Question: How many children are expected to be served in the first contract term?

Answer: It is estimated that approximately 160 students will be served within the first contract term.

Question: Are 8 BCBAs expected to be available as of July 1 or will a "Phase-in" hiring of BCBAs expected, based on the demands of the school district?

Answer: Yes. It is preferable for BCBAs to be available for July 1, 2023.

Thank you.

Maureen McCauley

Assistant Director of Purchasing – City of Waterbury

**REQUEST FOR PROPOSAL
BY
THE CITY OF WATERBURY
DEPARTMENT of EDUCATION
Board Certified Behavior Analyst Services
RFP # 7610**

The City of Waterbury, Department of Education (hereinafter “City”), is seeking one or more vendors, proposers or contractors to provide:

Up to 8 Board Certified Behavior Analysts (BCBAs), as needed by the Waterbury School District, to provide services to the Waterbury public schools and to students with disabilities ages 3-22 with behavior needs and other related work as set forth in the scope of services below for the time period commencing July 1, 2023 through June 30, 2026 consisting of 10,860 hours per contract year.

A. Background and Intent

The purpose of this request is to obtain hourly cost proposals for the next three school years from reliable, experienced and licensed professional proposers who can provide behavior therapy services as set forth in the scope of services.

B. Qualifications

Eligible proposers will be those consultants, businesses, and institutions that have the following qualifications:

1. Experience and expertise in regard to providing the types of or similar services as those outlined in the Scope of Services in this RFP.
2. A proposer with a proven track record in providing these types of or similar services for Connecticut school districts in a timely fashion within budget to the school district's satisfaction. List all school contracts your business has had for the last five years and the reason you no longer contract with the school if applicable. The City reserves the right to contact any of these school districts for a reference.
3. BCBA(s) must be appropriately and currently licensed and certified as required by state and federal law and by the national board governing behavior analysts and their credentials.
4. In addition, the BCBA(s) must have a minimum of a master's degree in a relevant field, from an accredited institution, (a doctorate is preferred), advanced training, extensive knowledge and experience in Applied Behavior Analysis theory and practice working with students with disabilities, including students with autism spectrum disorder, in a school setting. BCBAs must have experience supervising behavior, training and collaborating with behavior therapists, teachers, registered

behavior therapists, paraprofessionals and other school staff providing behavioral therapy and related services and in overseeing student programs.

5. The BCBA(s) must be knowledgeable and experienced with state and federal special education laws, assessments and evaluations and with individual education plans. The BCBA(s) must have experience developing IEP goals and objectives, creating and modifying instructional and behavioral support plans, attending PPT meetings and providing in-service and training to District staff as requested by the District. The BCBA(s) must have appropriate training, certification and experience in restraint and seclusion techniques and be able to train District staff in those techniques in compliance with State and federal law.
6. All BCBA(s) must have their professional licenses or degrees as required by law and must have completed drug tests, background checks, fingerprinting, dcf registry checks and required training from the Department of Children and Families on the child abuse and neglect mandated reporter law.
7. A proposer who will provide BCBA(s) to the Waterbury Public Schools upon request without delay, including a substitute. The proposer agrees that the proposed staff is subject to the Waterbury Public School's approval.
8. A proposer who will maintain specific time records of services provided by staff as requested by Administration and maintain records in the form and manner as required by Waterbury Public Schools and the City of Waterbury.
9. A proposer who will train the BCBA(s) in their legal obligations relating to the confidentiality of student information and insure that staff maintain and protect the confidentiality of student information and properly maintain all records relating to the students serviced by the proposer's staff and insure that the records are appropriately kept in the student's file.
10. A proposer who will train their staff in following all laws, regulations, policies, directives and procedures of the Department of Special Education and Pupil Personnel, Board of Education, City of Waterbury and state and federal law which relate to the staff or services provided or the scope of services.
11. The successful responder/contractor shall comply with all provisions of IDEA funding as it pertains to this contract.

C. Scope of Services

1. The Proposer will provide the services of up to (8) full time Board Certified Behavior Analysts (BCBAs) with the qualifications set forth above who will provide supervision, training and related services as requested by Administration for students with disabilities, pre-k through Grade 12, for up to 10,860 hours for each BCBA per year consisting of up to 181 Waterbury Public School District Calendar

days for up to 7.5 hours per day and up to 20 days during the summer for up to 5.5 hours per day.

2. The BCBAs may work with one or more students based upon the students' individual education plans. Students are primarily located in Waterbury schools.
3. All BCBAs are required to work 181 school days with students in accordance with Waterbury Public Schools School Year Calendar for 7.5 hours each day Monday through Friday.
4. All BCBAs are required to plan, develop and provide 5 full day professional development experiences and will be required to work 7.5 hours on each of these designated days in accordance with Waterbury Public Schools School Year Calendar.
5. All BCBAs are required to attend or plan, develop and provide training for 13 half-day professional development days and will be required to work 7.5 hours on each of these designated days. BCBAs who are assigned to schools designated in the Commissioners Network are required to attend an additional 22 half day professional development days and will be required to work 7 hours on each of these designated days in accordance with Waterbury Public School Year Calendar.
6. All BCBAs are required to attend orientation upon hire to discuss Waterbury Public Schools District and School based policies and procedures.
7. All BCBAs are required to work during the Extended School Year Summer Program upon request by Waterbury Public Schools for a total of 20 days for 5.5 hours each day Monday through Friday based upon the students' individual education plans.
8. The proposer is required to provide a program manager that will be responsible for managing all BCBAs and credentials with respect to the following: attendance; performance; training; supervision; professional ethics and conduct within the work environment; BCBA certification; and ongoing regular communication and collaboration with designated Waterbury Public Schools staff.
9. The proposer will provide a total of 8 BCBAs. Each BCBA shall have the following duties and responsibilities: oversee, monitor and improve student programs, develop appropriate Individual Education Plan goals and objectives for students, create or modify instructional and behavior support plans with school staff, work collaboratively with school staff and administration and families, provide professional development, provide training in restraint and seclusion techniques, assist school staff and administration with staff evaluation and supervision, supervise staff providing behavior therapy services as directed by administration, conduct assessments and evaluations across settings (curriculum, environmental, preference, behavior), facilitate inclusion and transition efforts, including but not limited to transitions to schools and staff, coordinate district wide on site visits as directed by administration, attend PPT meetings, train school staff in autism identification instruments for educational programming, provide training to school

staff as needed, upload reports and other documents on the Waterbury Public School's web-based IEP system, parent training and support as requested by administration and other related duties as directed by administration.

10. The Proposer shall maintain detailed records of all of the services it provides as requested by administration and will prepare reports describing their services as required by Administration and shall require all staff to utilize the Waterbury Public School's web-based Individual Education Plan (IEP) system for reports. All reports prepared by the proposer will be provided to administration prior to making them available to third parties.
11. BCBA's shall submit the following documentation to the City to support the City submitting claims to the Medicaid School Based Child Health Program administered by the Department of Social Services. On a monthly basis, the Contractor will submit daily service logs for the student. If the City utilizes a web-based platform for purposes of claims submissions to Medicaid (e.g., CT-SEDS, Compuclaim, Frontline), the Contractor will complete service logs and monthly progress reports in such web-based applications for students in which those web-based applications indicate that such document is required. The Contractor will not determine Medicaid eligibility of the student. Daily service logs and monthly progress reports will include date and times of services, names, disciplines, and licensing information of the individual providing the services; and shall be signed by the individual(s) who performed and/or supervised the service
12. The Proposer shall provide all substitutes for its staff who possess the same credentials and experience as the regular staff.
13. The proposer must provide a transparent electronic and fully accessible system for verifying hours worked by BCBA staff and personnel. This shall include access to review paid time off, sick time, holiday time, attendance, and lunch breaks.

D. Agreement Period

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be from July 1, 2023 through June 30, 2026.

E. Insurance

The respondent shall provide insurance as set for in **Attachment D** provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial category as shown in the most current A.M. Best Company ratings.

F. 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 complete and sign the items and any forms included in Attachment A. (Contract Compliance Packet).
3. All questions and communications about this request for Proposal and submission requirements must be directed to the City of Waterbury ProcureWare website and must be received **by 2:00 PM on March 30, 2023**. Prospective proposers must limit their contact regarding this RFP to the Purchasing Director or such other person otherwise designated by the Purchasing Director. Responses to questions submitted by the above date or identified at any Information Session to be held in regard to this RFP, **along with any changes or amendments to this RFP**, will be available via the City of Waterbury ProcureWare website **by April 4, 2023, 2:00 PM**. It shall be the responsibility of the proposer to download this information. If you have any procedural questions in this regard, please call the Purchasing Director at (203) 574-6748.

G. Management

Any contract or purchase order resulting from this RFP will be managed by the Waterbury Public School's Department of Special Education.

H. Conditions

All those submitting proposals must be willing to adhere to the following conditions and must positively state this in the proposal:

1. All proposals in response to this RFP are to be the sole property of the City. Proposers are encouraged **not** to include in their proposals any information which is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.
2. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the City.
3. The timing and sequence of events resulting from this RFP will ultimately be determined by the City.
4. The proposer agrees that the proposal will remain valid for a period of 120 days after the closing date for the submission and may be extended beyond that time by mutual agreement.
5. The City may amend the terms or cancel this RFP any time prior to the execution of a contract or purchase order for these services if the City deems it to be necessary, appropriate or otherwise in the best interests of the City.

Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered. At his option, the City's Director of Purchasing may provide all proposers with a limited opportunity to remedy any technical deficiencies identified by the City in their initial review of proposals.

6. The proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel from the proposal during the course of the agreement period must be approved by the City, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the City. At its discretion, the City may require the removal and replacement of any of the proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the City.
7. All subcontractors hired by the proposer awarded a contract or purchase order as a result of this RFP must have prior approval of the City prior to and during the agreement period.
8. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.
9. A proposer must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary by the City to satisfactorily meet the requirements set forth or implied in the proposal.
10. No additions or changes to the original proposal will be allowed after submittal, except as may be allowed by the City, at its option, in accordance with Section H.5. of this RFP. While changes are not permitted, clarification of proposals may be required by the City at the proposer's sole cost and expense. The final price and scope of services of any contract or purchase order resulting from this RFP may be negotiated with responsible proposers.
11. The proposer may be required to give presentations to the extent necessary to satisfy the City's requirements or needs. In some cases, proposers may have to give presentations or further explanation to any RFP selection committee established by the City.
12. The proposer represents and warrants that the proposal is not made in connection with any other proposer and is in all respects fair and without collusion or fraud. The proposer further represents and warrants that it did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the City participated directly in the proposer's proposal preparation.

13. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the requested format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.
14. The proposer must accept the City's standard agreement language. See Attachment B.
15. Any contract or purchase order resulting from this RFP process will represent the entire agreement between the proposer and the City and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability for payment of services under the terms of the contract or purchase order until the successful proposer is notified that the contract or purchase order has been accepted and approved by the City. Any contract resulting from this RFP may be amended only by means of a written instrument signed by the proposer and signed by the Mayor.

I. Proposal Requirements & Required Format

One original (1) and (4) paper copies of the proposal, as well as a copy of the original proposal in pdf format on a CD or flash drive, must be received at the following address no later than **11:00 AM on April 12, 2023**. **Proposals received after that time shall not be considered.**

Mr. Kevin McCaffery
Director of Purchasing
City of Waterbury
235 Grand Street
Room 103
Waterbury, CT 06702

Proposals submitted must be bound, paginated, indexed and numbered consecutively. Proposers shall complete **Attachment C** addressed to Mr. McCaffery, which, in part, includes a statement by the proposer accepting all terms and conditions and requirements contained in the RFP, and which shall be signed by a duly authorized official of the organization submitting the proposal. Proposers shall also, as indicated in Attachment C, identify the name of a contact person, along with their telephone number, email address, if applicable, and address, who can be contacted for the purpose of clarifying the information contained in their response to this RFP. In addition to any other information required in Attachment C, proposers shall provide their firm's authorization and a request to any persons, firm, or corporation to furnish any information requested by the City of Waterbury in verification of the recitals included in its response to this RFP.

Proposals must set forth accurate and complete information for each of the items listed below. At the City's discretion, failure to do so could result in disqualification.

1. Proposer Information: Please provide the following information:

- a. Firm Name
- b. Permanent main office address
- c. Date firm organized.
- d. Legal Form of ownership. If a corporation, indicate where incorporated.
- e. How many years have you been engaged in services you provide under your present name?
- f. Names, titles, reporting relationships, and background and experience of the principal members of your organization, including officers.

2. Experience, Expertise and Capabilities

- a. Philosophy Statement and Business Focus. A statement of the proposer's philosophy and approach in undertaking the services of the nature outlined in the RFP, as well as a description of its primary business focus.
- b. Summary of Relevant Experience. A listing of all projects that the proposer has completed within the last three (3) years must be provided, as well as all projects of a similar nature to those included in the Scope of Services in this RFP. The following information shall be provided for each organization listed under this subsection:
 - Organization name and the name, title, address and telephone number of a responsible contact person.
 - Nature of services provided and dates services started and actually completed. Please indicate, for each assignment, if it was completed within the original contract timeframe and budget. If not, please explain.
 - For each project done for a municipality or other government agency, please indicate the gross cost of the agreement.

Additionally, please list any contracts or purchase orders in the last three (3) years between the proposer and any agency of the City of Waterbury.

- c. Personnel Listing. A complete listing of the staff identified in the work plan by job classification, along with their resumes. Each resume shall include the individual's qualifications and experience in the subject area.
- d. Conflict of Interest. Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest.

3. Statement of Qualifications and Work Plan

- a. Qualifications. Please describe your firm's qualifications, experience and capabilities as they pertain to each of the areas of qualifications listed, as well as those of the personnel to be assigned to this project.
- b. Work Plan. Please describe the approach that would be generally followed in undertaking the Scope of Services in Section C above.
- c. Services Expected of the City. Identify the nature and scope of the services that would be generally required of the City in undertaking these projects.

4. Cost Schedule. Proposals shall include a single price for the three- year term of work to be performed in accordance with this RFP, inclusive of all personnel and non-personnel expenses. This price should encompass the entire Scope of Services in this RFP. The City reserves the right to negotiate costs, scope of services, and key personnel based on provider proposals. In order for the City to evaluate the proposed cost, proposers must include for each element in the Work Plan outlined in Section I.3.b. above, the staff, hours, hourly rates and the total cost. Include details generally associated with non-personnel costs as an additional cost section.

Since the City may desire to consider the proposer's experience, qualifications, statement of work, and other aspects of the RFP prior to the Cost Proposal, the Cost Proposal shall be sealed in a separate envelope marked "Confidential: Cost Proposal".

Note: The City is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in prices.

5. Information Regarding: Failure to Complete Work, Default and Litigation.

Please respond to the following questions:

- a. Have you ever failed to complete any work awarded to you? If so, where and why?
- b. Have you ever defaulted on a contract? If so, where and why?
- c. Is there any pending litigation which could affect your organization's ability to perform this agreement? If so, please describe.
- d. Has your firm ever had a contract terminated for cause within the past five years? If yes, provide details.
- e. Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.
- f. During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details.
- g. Are there any other factors or information that could affect your firm's ability to provide the services being sought about which the City should be aware?

6. Exceptions and Alternatives. Proposers wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. The City may accept proposals which take exception to any requirements in this RFP, or which offer any alternative to a requirement herein, as well as consider such exceptions and alternatives in evaluating responses. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this Request for Proposals.
7. Additional Data. Any additional information which the proposer wishes to bring to the attention of the City that is relevant to this RFP.

J. Evaluation of Proposals; Selection Process

1. Evaluation Criteria

The following criteria are expected to be among those utilized in the selection process. They are presented as a guide for the proposer in understanding the City's requirements and expectations for this project and are not necessarily all inclusive or presented in order of importance.

- a. Proposed statement of work. Emphasis will be on grasp of the issues involved, soundness of approach and the quality of the overall proposal.
- b. Proposed cost schedule.
- c. Experience, expertise, and capabilities of the proposer. Background, qualifications, and previous experience of personnel to be assigned to the project and their demonstrated competence, experience and expertise in the type of work to be performed. The type of experience, expertise, capabilities, and qualifications desired are outlined in Section B. - Qualifications of this RFP. The City may contact one or more of the organization references listed in Section 1.2.b. of this RFP as part of assessing the experience, expertise and capabilities of the proposers or those selected as the finalist(s).
- d. Time, Project and Cost Schedule. Emphasis will be on the proposer's record with completing tasks and producing the necessary products within required time frames and within budget.

2. Selection Process

The City of Waterbury may elect to have the proposals evaluated by a committee as part of making a selection. If deemed necessary, the City reserves the right to arrange for interviews/oral presentations as part of the selection process, which invitations for interviews may involve a short-listing of the proposals received.

K. 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.

L. Federal, State and Local Employment Requirements

Contractors, if applicable, shall be obligated to fully comply with the attached Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects, i.e. City of Waterbury Ordinances Chapter 34 ("Good Jobs Ordinance"), Federal Davis- Bacon Act, Federal American Recovery and Reinvestment Act of 2009, and the Housing and Urban Development Section 3 Clause, all as further specified in the attached City of Waterbury Contract form. Also attached hereto, is a full copy of the aforesaid City of Waterbury Ordinance, commonly referred to as the "Good Jobs Ordinance".

M. 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.

N. State DAS Requirements for Construction Projects

If applicable, Proposers shall submit with their Proposals their DAS Contractor Prequalification Certificate along with a current Updated Bid/Proposal Statement. In addition, any named Subcontractor whose subcontract value is equal to or greater than \$500,000 shall hold a current DAS Contractor Prequalification Certificate in the closest applicable Classification of the work that the Subcontractor will complete in the contract. The proposer must submit with their proposal, all applicable Subcontractor DAS Prequalification certificates. Any Proposal submitted without a copy of the DAS

Prequalification Certificate and an Updated Bid/Proposal Statement for the proposal and DAS Prequalification Certificates for Subcontractors whose subcontract value is equal to or greater than \$500,000 shall be invalid.

The Successful Proposer and each of its Subcontractors having subcontracts in value equal to or greater than \$500,000 shall maintain and keep current their respective DAS Contractor Prequalification Certificates at all times during the term of the Contract and any warranty period set forth in the Contract Documents.

O. Bid Bond – NOT APPLICABLE

Each Proposal submitted shall be accompanied by a Proposal Security (a Certified Check or Bid Bond) in the amount of **ten (10) percent** of the Total Proposal Price.

P. Performance/Payment Bonds – NOT APPLICABLE

The Proposer to whom a contract is offered, must furnish to the City, if that contract has a total cost greater than \$50,000.00, a 100 percent Performance Bond with a surety, and in a form, acceptable to the City. In the City's sole discretion, it may also require a 100 percent Payment Bond and/or other additional security with a surety, and in a form, acceptable to the City.

Five (5) Attachment A Documents

- ANNUAL STATEMENT OF FINANCIAL INTEREST
- DEBARMENT CERTIFICATION
- CITY OF WATERBURY DISCLOSURE OF OUTSTANDING OBLIGATIONS
- CORPORATE RESOLUTION
- LLC RESOLUTION

One (1) Attachment B Document

- SAMPLE CONTRACT

One (1) Attachment C Document

- ADDENDUM/CERTIFICATION/NOTICE OF ACCEPTANCE

One (1) Attachment D Document

- INSURANCE REQUIREMENTS

Attachment D

Insurance Requirements

Contractor/Vendor shall agree to maintain in force at all times during the contract the following policies and minimum limits and shall name all entities, individuals, etc., identified below as an Additional Insured on a primary and non-contributory basis to all policies, except to those policies expressly excluded below. Additionally, all policies, with the exception of those expressly identified otherwise, shall also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A"VIII.

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

Original, completed Certificates of Insurance must be presented to the City of Waterbury (and the Waterbury Board of Education, if applicable) prior to contract issuance. Contractor/Vendor agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverage altered, 30 days written notice must be given to the City of Waterbury (and the Waterbury Board of Education, if applicable).

General Liability: \$1,000,000 each Occurrence
 \$2,000,000 General Aggregate
 \$2,000,000 Products/ Completed Operations Aggregate

Auto Liability: \$1,000,000 Combined Single Limit each Accident
 Any Auto, All Owned and Hired Autos

Workers Compensation: WC Statutory Limits
 Employer Liability (EL)
 \$1,000,000 EL each Accident
 \$1,000,000 EL Disease each Employee
 \$1,000,000 EL Disease Policy Limits

Excess/Umbrella Liability: \$1,000,000 each Occurrence
 \$1,000,000 Aggregate

Professional Liability/E&O: \$1,000,000 each Wrongful Act
 \$1,000,000 Aggregate

Abuse/Molestation Liability Insurance: \$1,000,000.00 each Occurrence
 \$1,000,000.00 aggregate coverage.

(Applicable to Contractors working directly with Youth/Minors)

Wording for Additional Insured Endorsement and Waiver of Subrogation:

The City Waterbury and its Board of Education is listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability.

COST SCHEDULE

SSG will provide the following services at **no cost** to the WPS:

- Dedicated **Triad** team that works together to deliver the highest level of service and support to the District and the students served
- ASHA, AOTA, NASP, and ACE approved courses for your clinicians and staff three times per year through our proprietary LMS (Learning Management System), Bridge Academy
- Ongoing clinical management and support to each SSG clinician assigned to the District
- Training and development provided by experienced school-based clinicians
- Access to our **Pathways to Success Program** for every SSG clinician including:
 - Bloom Clinical Fellow Program
 - Foundations Mentoring Program
 - Bridge Academy Continuing Education and Training Program

SSG typically works with school districts on a per hour basis. The hourly rate is an all-inclusive, and only applies to the hours that the therapist is working. Time off, holidays, sick time and lunch are not billable and SSG will not invoice WPS for these time periods.

SSG is a company owned and operated by special education professionals. Our goal is to provide the best possible Special Education Services in the most cost-effective way. We understand the budgetary constraints put on schools, and we do our best to keep our rates as low as possible.

	Hourly Rate- REVISED
Board Certified Behavior Analyst (BCBA):	\$94.00 / Hour
Cost Per BCBA Per School Year (\$94 X 7.5Hrs X 181)	\$127,605
Cost Per BCBA Per ESY Program (\$94 X 7.5Hrs X 20)	\$14,100



**THE STEPPING
STONES GROUP**



A Stepping Stones Group Company

Transforming Lives and Making a Difference Together

The Stepping Stones Group

Request For Proposal # 7610
Board Certified Behavior Analyst Services
The City of Waterbury, Department of Education

Authorized Representatives

Sarah Luxon, Vice President of Client Services
123 N. Wacker Drive, Suite 1150
Chicago, IL 60606
sarah.luxon@ssg-healthcare.com
888-835-0894 x 203

Secondary Contact

John Gumpert
RFP & Contracts Manager
k12ops.bids@ssg-healthcare.com

Opening Date: April 12, 2023

Respectfully Submitted



**THE STEPPING
STONES GROUP**



A Stepping Stones Group Company

Transforming Lives and Making a Difference Together

April 3, 2023

Mr. Kevin McCaffery
Director of Purchasing
City of Waterbury
235 Grand Street
Waterbury, CT 06702

Mr. McCaffery,

In response to your Request for Proposals, The Stepping Stones Group (SSG) is pleased to present its proposal for the provision of Board Certified Behavior Analyst Services for The City of Waterbury and Waterbury Public Schools (WPS). We would like to express our sincere and earnest interest in continuing the services SSG provides for your students as part of their Individualized Education Programs.

With over three decades of experience and expertise, The Stepping Stones Group is a trusted market-leader in providing special education, therapeutic, nursing, and behavioral health services for school systems throughout the United States. **We are now joined together with EBS Healthcare for a common mission of Transforming Lives and Making a Difference Together.** The combination of SSG and EBS creates a premier, national provider of therapeutic, behavioral, autism, nursing, and educational services to children in school, home, and community settings. We are now comprised of ten trusted, long-standing, and mission-driven organizations that offer a variety of special education solutions. Our family of brands includes the following: AlphaVista, Ardor School Solutions, Cobb Pediatric Therapy Services, Cumberland Therapy Services, Futures, MyTherapyCompany, Speech Rehab Services, Staffing Options and Solutions, and Staff Rehab. Through our collective family of brands and continued growth, we now serve more than 1,100 public school systems, charter schools, and private learning centers, and we employ more than 9,000 therapy, behavioral health, nursing, and education professionals nationwide.

Our organization has experienced tremendous growth over the past three years. We have combined the management and recruitment expertise of ten companies, along with clinical resources, professional development, mentoring, and employee benefits. We have maintained a 92% retention rate, leading to consistent and reliable staffing for our school partners. The Stepping Stones Group is uniquely qualified to continue meeting the needs of WPS. We already have the knowledge of the district's policies and procedures as well as the experience and capabilities to provide WPS with whatever level of staffing it may need, from simple position staffing to department management, and anything in between that would benefit its students.

Our mission is to give back to our partnering districts in the form of management, mentoring, consulting, training and support. We are committed to providing the best services and support in the most cost effective way. We will continue to act as extension of your department and help you reach your district's initiatives. We look forward to a continued successful partnership with WPS. **We look forward to meeting with you to discuss the SSG difference and how we can continue to help partner with and support the district.**



**THE STEPPING
STONES GROUP**



A Stepping Stones Group Company

Transforming Lives and Making a Difference Together

Sincerely,

Sarah Luxon

Vice President, Client Services

p. (888) 835-0894 X 203

e. sarah.luxon@ssg-healthcare.com

www.thesteppingstonesgroup.com

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PROPOSER INFORMATION



COMPANY BACKGROUND

The Stepping Stones Group offers a robust 34-year history of providing therapeutic, behavioral health, nursing, and special educational services for school systems. Since our beginnings in 1989, we have become the nationally recognized leader in serving school districts and have made the INC 5000 list over 10 times. We are a Limited Liability Company (LLC) based in Massachusetts and registered in Delaware with a business licensed in Connecticut. We also have additional corporate hubs in California, Georgia, Illinois, Indiana, New York and Pennsylvania.

We currently have over 9,000 clinicians and educators providing services for over 1,100 public school districts, charter schools, and private learning centers in more than 45 states. We have unparalleled experience in delivering best practice therapeutic and behavioral health solutions to children with special needs and autism. In addition to recruiting highly qualified staff, we provide clinical management, comprehensive training and orientation, and ongoing monitoring for our clinicians.

Our Mission and Core Values

Our company was founded with the singular mission of transforming the lives of children, families, and communities together through our exceptional therapeutic, special education and behavioral health services. We have a strong commitment to our core values, as they are the true heart of our company culture:

- **Trust:** Respectful and loyal in our actions
- **Integrity:** Honest, ethical, and fair in our activities
- **Results:** Striving to exceed expectations
- **Quality:** Excellence in everything we do
- **Community:** Working together to improve a child's future
- **Inclusivity:** Welcoming everyone to join our mission in transforming lives together

A passionate adherence to these guiding beliefs continues to shape how we serve our employees, our clients, and the broader community.

CONTACT INFORMATION

Name	The Stepping Stones Group, LLC
Main Office	123 N. Wacker Drive, Suite 1150, Chicago, IL 60606
Date Started	Formed in 1989. Official Name Change - December 31, 2020
Type	Limited Liability Company. Incorporated in Delaware
Contact	Sarah Luxon, Vice President of Client Services
Email	sarah.luxon@ssg-healthcare.com
Phone	(888) 835-0894 X 203
Website	www.thesteppingstonesgroup.com

PRINCIPAL MEMBERS OF ORGANIZATION

Timothy Murphy, CEO

Anthony Rintalla, President

Sarah Luxon, Vice President of Client Services (main contact for this project)

Please see further information on reporting relationships within this response under "Additional Data"

a. PHILOSOPHY STATEMENT AND BUSINESS FOCUS

SSG is passionate about helping students in need across the country. We engage with school districts, educators, and parents to understand students' unique challenges and provide special education solutions. We leverage our longstanding history, national leadership, regional experience, and expansive professional network to effectively provide therapeutic and behavioral health services for our school district partners.

We understand and are qualified to meet and exceed the requirements set forth in the Waterbury Public School's RFP for Board Certified Behavior Analyst Services. We are involved, accountable partners with our school district clients, and we work each day with that partnership - and our responsibility to ensure the quality and reliability of our clinicians and services - at the center of our activities. We believe we have the necessary experience and qualifications to continue fulfilling the needs of Waterbury Public Schools.

WHO WE ARE

SSG is the nationwide market leader in providing therapeutic, nursing, and behavioral health services for children with special needs.

- ***Our mission:*** *Transforming the lives of children, families, and communities together through our exceptional therapeutic and behavioral health services*
- ***Commitment to our Core Values:*** Trust, Integrity, Results, Quality, Community, Inclusivity
- ***Dedication to our client relationships:*** Our 34-year history working closely with our district partners is the foundation of our organization.
- ***Stepping Up for a Cause:*** SSG is intentional about serving its communities, and we believe small acts make big differences in the lives of people where we live and work. We are committed to giving back to the communities that we serve through our philanthropic efforts.
- ***Inclusivity:*** Our Diversity & Inclusion Council focuses on bringing about a more equitable environment to enable all employees to feel welcomed and included for their unique talents and contributions.

WHY SCHOOL DISTRICTS TRUST US

- ***We Know School Districts:*** We are the largest provider of school-based therapeutic and behavior support services nationwide, serving over 9,000 students in over 1,100 districts.
- ***Quality is Our Priority:*** We utilize an engagement and communication platform to enhance our employees' experiences and to monitor their fulfillment with their positions. This allows the team to stay informed of potential issues and fix potential problems early.
- ***Our Experience:*** We have specialized in serving school systems for 34 years and are working to positively impact the lives of more than 2.1 million children. We have been providing school-based services to Connecticut school districts since 2005, and we currently have over 150 clinicians working across the state.
- ***Our Dedication:*** We make sure our clinicians have the resources to do their job effectively so that your students are served appropriately. We ensure quality services and provide an experienced clinical leadership team.

EXPERIENCE, EXPERTISE AND CAPABILITIES

HOW WE ARE DIFFERENT

- **Clinical Quality:** Every clinician is managed by an experienced school-based clinician, not by someone in HR. Our operational leadership consists of licensed clinicians and educators whose support and mentorship promotes best practices and ensures that our staff members are successful in their district assignments.
- **District Professional Development:** We offer continuing education to your District. Each school year, we will offer your District and your employees exclusive access to ACE, NASP, ASHA, AOTA, Nursing, and APTA approved courses three times per year at no additional cost.
- **Training and Development:** We provide our staff with continuing education, training, resources, and mentoring through our professional development program, **Pathways to Success**.
- **Our Employees, Not Independent Contractors:** Our clinicians and educators are our employees, not independent contractors. As a result, we are able to exercise higher levels of accountability and expectations in the provision of services.
- **Personalized Team Approach:** We provide a dedicated **Triad** team (Clinical Manager, Client Services Manager, and Career Services Manager) that works together to deliver the highest level of service and support to the District and the students served.
- **Clinician Retention:** Our Net Promoter Score is rated as Excellent for our industry. The Net Promoter Score is a measure of how likely our clinicians are to recommend us to someone else. With such a high rating, our clinicians are more likely to return year after year, which results in reduced turnover.

OUR COMMITMENT

Together, we are transforming the lives of children and families, improving the quality of therapeutic and behavioral services, and joining with like-minded therapists, clinicians, and educators in order to have a greater impact in our communities. Our passionate leadership team and expansive clinical support network ensure the delivery of the highest quality therapeutic and behavioral health services to the District.

Family of Brands

The Stepping Stones Group grew from a simple belief: That every child is born with a special set of gifts. Throughout our history, we have partnered with ten mission-driven organizations that share in our vision. Our dynamic leadership team and expansive clinical support network ensure the delivery of the highest quality therapeutic and behavioral health services nationwide.



EXPERIENCE, EXPERTISE AND CAPABILITIES



COMMITMENT TO DIVERSITY & INCLUSION

The Stepping Stones Group is committed to diversity and inclusion. As a socially conscious employer driven by purpose, we welcome all people who have the heart to join us in our mission to transform lives together. Our Diversity & Inclusion Council focuses on bringing about a more equitable environment to enable all employees to feel welcomed and included for their unique talents and contributions. We celebrate the diversity of our colleagues and believe that by listening, learning, and empathizing with each other's life experiences we become a stronger organization.

b. SUMMARY OF RELEVANT EXPERIENCE

SOG has been providing school based special education services for over 34 years to school districts nationwide. In that time we have developed extremely strong partnerships with hundreds of school districts by aligning our services with the goals of the district with which we are working. In many of these relationships, SOG has become the sole provider of special education services to the respective district with extremely successful results. The more SOG is engaged with Waterbury, the more we will be able to put back into the district in the form of management, value added services, professional development, support and training.

SOG works with school districts of every size and scope across the country. Our total solutions approach to implementation and management provides a unique and tailored program for every school district we partner with. SOG works with hundreds of school districts both large and small and listing the details of each would become quite lengthy. The following is information on a few of the school districts in urban areas that SOG partners with and provides similar services to. For additional information please do not hesitate to contact our national office.

Relevant Work Experience

SOG has the experience and capabilities to provide continue to provide WPS with whatever level of staffing it may need, from simple position staffing to department management, and anything in between that would benefit its students. The projects described below attest to the success of some of our other current special education, therapy, and behavioral programs and the strength of our district partnerships, as well as our continued retention and growth.

Newark Public Schools

Address: 2 Cedar Street, Newark, NJ 07102

Enrollment: 40,500 students

Services: Speech Language Pathology, Occupational Therapy, Physical Therapy, BCBA, Paraprofessionals, and Social Workers

Status: We currently have 45 clinicians providing services in the district.

Years: 2015 – present

Project Description:

Our organization was chosen to provide PT, OT, and Speech services for Newark Public Schools (NPS) in 2015. As part of a commitment to quality and appropriate staffing levels, our Clinical Manager and Client Services Manager have quarterly meetings with the district. In 2015, we started with five related staffing professionals in NPS, and we have grown to 45 therapists for the 2022-23 school year, with a retention rate of 90% at this district. We have supported the district with its initiatives, and as a result, NPS has met the requirements and is now under local control. NPS relies on our organization to provide services during the school year and ESY.



EXPERIENCE, EXPERTISE AND CAPABILITIES



We have provided a district-level Clinical Manager, Vidya Parekh, MS, CCC-SLP, to provide clinical support to the related service staff in NPS. Vidya works closely with the clinicians and new graduates, providing effective leadership and mentoring to ensure their success in the district. She also has regular communication with the district Special Education Manager to attend to their needs immediately. Vidya works as a liaison between the district and SSG to ensure timely and accurate submission of billing and SEMI compliance. She also conducts and arranges training and professional development sessions to help the therapists grow clinically. Vidya started with one administrative day and four therapy days and has grown to five full administrative days, which makes it more conducive for her to respond to the district and the therapists immediately.

Our association with NPS has grown over the years, and we continue to provide optimal service to the district. As of the 2020-21 school year, the district also requested our assistance to provide BCBAs, Paraprofessionals, and Social Workers, in addition to the other disciplines we provide on a regular basis.

Christina School District

Address: 600 N. Lombard Street, Wilmington, DE 19801

Enrollment: 14,000 students

Services: School Psychology, Board Certified Behavior Analysts, Paraprofessionals, Speech Language Pathology, Behavior Support Specialists

Status: We currently have 40 clinicians providing services in the district.

Years: 2013 – present

Project Description:

In 2013, our organization was chosen as one of three vendors to provide School Psychology services for the district. We have provided a Client Services Manager to oversee the account. She visits the district two times per year and is always available to respond to any district needs. Due to the pandemic, she is now visiting the district via virtual meeting and will be doing so on a monthly basis moving forward. We have a 90% retention rate year over year, and we currently have 40 clinicians providing School Psychology, Speech Language Pathology, Behavior Analysis, and Paraprofessional services in the district.

We have also provided a district-level Clinical Manager, Brittany Zehr, Ed.S., NCSP, to lead, support, and mentor the clinicians within the School Psychology department since 2013. Brittany is the President of the Delaware Association of School Psychologists. She works closely with new graduates to ensure their success in the district. She has also conducted on-site CE courses for all School Psychology staff at Christina School District. Brittany has:

- Provided materials and facilitated a book study regarding having difficult conversations
- Conducted training for non-school psychologists regarding manifestation determinations
- Provided on-demand CPDs from NASPs online learning center, which have included:
 - Addressing School Refusal and Truancy, Distinguishing Emotional Disability and Social Maladjustment: Law into Practice
 - "I can't get in trouble for one little e-mail, can I?"- What School Psychologists Need to Know about Law and Electronic Communication



EXPERIENCE, EXPERTISE AND CAPABILITIES

Perth Amboy Public Schools, New Jersey

Address: 178 Barracks Street, Perth Amboy, NJ 08861
Enrollment: 11,200 students
Services: Speech Language Pathology, Occupational Therapy, Physical Therapy, School Psychology, Behavior Therapy Services
Status: We currently have 18 clinicians providing services in the district.
Years: 2015 – present



Perth Amboy Public Schools selected SSG in 2015 as the sole provider over other therapy vendors that had been providing the district speech and related services for almost 20 years, when they saw the commitment to aligning with their initiatives for more effective and cost-efficient practices. Since then, SSG has been approved annually, during the tenures of three different Directors of Special Services, because of results achieved in movement toward inclusion and overall reduction of related services. Clear communication and collaboration with the district staff, especially the teachers and case managers, helped them understand the criteria for eligibility and the challenge of scheduling all related services: speech-language therapy, OT and PT for children, especially very young children. With disabilities like autism, transitions from the classroom to the therapy room could cause major behavioral outbursts. Moving the therapy into the classroom helped the teachers and paraprofessionals learn techniques and strategies that they could use all the time, resulting in a decrease in direct services. SSG helped the district implement Sensory Corners in select buildings for every self-contained special education classroom, used whenever the students needed calming or sensory stimulation. SLPs, OTs, and PTs led collaborative sessions in the classrooms demonstrating the use of the equipment so that teachers and aides could continue when the therapists were in other classrooms.

SSG aligned efforts with the district's initiatives to ensure that staff was trained to use therapy strategies. SSG led workshops on topics such as: data collection; AAC; fluency intervention; and interdisciplinary collaboration. SSG provided training for district general education and special education teachers on effective methods of co-teaching and also provided training for all the district's paraprofessionals on how to effectively work with the teachers in the classroom.

Haddonfield Public Schools

Address: 1 Lincoln Ave., Haddonfield, NJ 08033
Enrollment: 2,000 students
Services: Board Certified Behavior Analysts, Behavior Technicians, Paraprofessionals
Status: We currently have 31 clinicians providing services in the district.
Years: 2020 – present



Haddonfield Public Schools
Growing in Excellence

Project Description:

Since 2020, The Stepping Stones Group has provided behavioral services to the district for BCBAs, BTs, and paraprofessionals. SSG has provided an on-site Lead Paraprofessional, who manages the substitute process, assists with administrative tasks, and liaisons with the school district. SSG has provided district staff training on Executive Functions in the Classroom for district paraprofessionals. SSG has provided Parent Workshops on:

- What is ABA?
- Executive Functioning and Your Child

EXPERIENCE, EXPERTISE AND CAPABILITIES

- Mindful Parenting

REFERENCES AND PROJECTS OF A SIMILAR NATURE

Name & Location	Stamford Public Schools 888 Washington Street, Stamford, CT 06901
Services	We are an approved vendor to provide BCBA, RBT, SLP, OT, PT, School Psychologist and Special Education Teacher services. We also manage the district's behavior classrooms
Contact Name & Phone Number	Mr. Wayne Holland, Director of Special Education (203) 249-4100; WHolland@StamfordCT.gov
Dates and Budget	2008 to present – Budget \$3M per year

Name & Location	William Penn School District 100 Green Avenue Annex, Lansdowne, PA 19050
Services	We are an approved vendor to provide BCBA, RBT, SLP, OT, PT, School Psychologist and Special Education Teacher services. We also manage the district's behavior classrooms
Contact Name & Phone Number	Ms. Geana Germana, Director of Related Services (215) 313-3852; ggermana@wpsd.k12.pa.us
Dates and Budget	2019 to Present – Budget Approximately \$3M per year

Name & Location	Christina School District 600 North Lombard Street, Wilmington, DE 19801
Services	We are the primary provider of SLP and related services to the district including BCBA, RBT
Contact Name & Phone Number	Dr. Tara Needham, Supervisor of Special Education (302) 552-2717; tara.needham@christina.k12.de.us
Dates and Budget	2013 to Present – Budget Approximately \$5M per year

All Projects listed above were completed in the original timeframe established

SSG is currently working with The City of Waterbury, Department of Education on three contracts. SSG is currently contracted to provide Registered Behavior Technicians, Board Certified Behavior Analysts and Speech Language Pathologists to Waterbury Public Schools.

c. PERSONNEL LISTING

Sarah Luxon, Vice President of Client Services
Jake Carwell, Administrator
Meghan Monahan, BCBA

Heather Philbrook (Current SSG BCBA working with Waterbury)
Martina Pepin (Current SSG BCBA working with Waterbury)

d. CONFLICT OF INTEREST

The Stepping Stones Group, LLC has no business, financial or personal relationships with The City of Waterbury that may cause a conflict of interest for this project.

STATEMENT OF QUALIFICATIONS AND WORK PLAN

a. QUALIFICATIONS

Experience of the Firm

Our professionals are licensed and certified in the states in which they are assigned, have specialized training and experience in special education, developmental disabilities, pediatric rehabilitation, and/or mental illness, and work within the framework of IDEA, the ethical best practices of their disciplines, local District guidelines, and state and federal law. We will ensure that our clinicians and educators comply with the terms and conditions regarding licenses and certificates, fingerprinting, Medicaid service records, and all District rules and regulations.

SSG has reviewed the Qualifications (Section B) outlined in the RFP instructions, and we agree with all requirements and terms. We will recruit highly qualified clinicians who will meet the District's qualifications. We will also ensure that they perform all duties listed in the Scope of Work, including providing direct and indirect services, conducting evaluations, participating in IEP meetings, writing reports, coordinating with parents and staff, and following District procedures.

The clinical culture within SSG revolves around providing educationally relevant services and implementing strategies and best practice techniques to address the students' IEP goals.

SSG is committed to providing the most qualified and professional personnel to carry out the services needed by Waterbury Public Schools. We ensure SSG clinicians have extensive experience working with children, excellent communication skills and the ability to work independently as well as part of a team. We provide initial onboarding training as well as ongoing trainings for all areas of professional development. Please see below for the specific qualifications for the positions requested:

1. Board Certified Behavior Analyst (BCBA) and Behavior Classroom Support

The BCBA will offer consultation and training to any classroom staff needing assistance in classroom management procedures, positive reinforcement procedures and reducing challenging behaviors. The SSG staff member will observe students, provide positive strategies and recommendations as well as help implement supports to improve learning for all students that engage in challenging behaviors. In addition, the BCBAs are available for Functional Behavior Assessments (FBAs) or Behavior Intervention Plans (BIPs). SSG will ensure follow up and continuation of support wherever needed through the school year. Please see below for the specific model of services:

Consultation and Coaching

BCBAs will provide ongoing consultation and coaching to classroom staff to meet the individual needs of each child in order to increase appropriate behaviors. Classroom management systems will be evaluated and adjusted based on the changing needs of the students through the year.

The model for coaching classroom staff on behavior reduction procedures will be as follows:

- a. Observe the student and create a plan, strategies, or recommendations
- b. Teach the procedures to classroom staff
- c. Model the procedures for classroom staff
- d. Observe the procedures using objective observation tools
- e. Provide feedback to the classroom staff

STATEMENT OF QUALIFICATIONS AND WORK PLAN



All interventions will incorporate best practice procedures which include positive programming techniques such as positive reinforcement procedures. All interventions will have data collection procedures associated with them in order to track progress and make changes if necessary.

Continued Training

The BCBA will be responsible for the initial and continued training of all classroom staff who will be implementing the behavior support interventions. The SSG staff member will also provide personalized feedback to the classroom staff on implementation and adjust the programming based on the feedback received from the classroom support. The SSG staff will have frequent supervision and monitoring of any behavior plans to ensure they are being run with fidelity.

The BCBA will be available to train classroom staff on specialized topics such as Autism, Behavioral Modification, and Applied Behavior Analysis in the Classroom, Best Practice Procedures, Data Collection, Social Skills Trainings etc.

The Behavior team will be available to support hands on in the classroom as much as needed to model the Behavior Plans in order to increase the effectiveness of lowering challenging behaviors.

Training goes a long way when it comes to improving student outcomes. But technology is also critical. SSG has the best technology at its fingertips when it comes to making placement processes more efficient and effective. As a district partner, you will have access to our technological tools including data collection software and IEP progress tracking tools.

Conducting Functional Behavior Assessments

When requested, the BCBA will conduct an informal or formal Functional Behavior Analysis (FBA) to analyze the functions of the behaviors occurring in order to find the best replacement behaviors for that student. The FBA data will be analyzed and reported back to the team in a report which can identify the suggested functions of the behaviors of concern along with the maintaining factors associated with the behaviors in order to train staff effectively.

Behavior Intervention Plans

The BCBA would then write a Behavior Intervention Plan for the student. The Behavior Intervention Plan will indicate preventative strategies to use as well as reactive procedures such as de-escalation techniques and replacement behaviors based on the information gathered during the FBA. All information will be reported back to the team and to the family and written consent would be obtained to use the plan. The classroom staff will be trained on the behavior support plan and how to implement different procedures throughout different times of the day. The SSG staff would act as a model to demonstrate specific techniques and interventions.

Continued Implementation and Follow Up

Follow up and continued training would be implemented through the duration of the behavior intervention plan. The BCBA will continue to assess the student in the classroom as well as other areas of the student's day (i.e. lunch or recess) to assess areas of needed improvement. The BCBA will slot time each week to see each student and monitor progress of the behavior intervention plan in place.

STATEMENT OF QUALIFICATIONS AND WORK PLAN

Assessments will continue yearly or any special requests from the family or a team member such as for preparation for an IEP meeting, a special team meeting or increased behavioral concerns.

2. SSG provides BCBA's to school districts across the country. SSG has BCBA's currently in Emotional Support Classrooms, Autistic Support Classrooms and General Education Classrooms in need of behavioral assistance. SSG currently has BCBA's that are working directly with individuals and BCBA's providing complete classroom support. SSG has several projects in Connecticut and we have a proven track record for these services with Stamford Public Schools. SSG is currently partnered with Stamford providing BCBA's, RBT's, School Psychologists and Special Education Teachers for the district's behavior classrooms. Please see the reference information for the district above and feel free to contact them about the services we are currently providing in Stamford. Please see all additional references above for other current projects.

3. All SSG BCBA's will be appropriately licensed and certified as required by the state of Connecticut and Federal law, as well as by the national board governing behavioral analysts and their credentials (Behavior Analyst Certification Board (BACB)). Please see the attached resumes and BACB certifications for our BCBA's. In addition, all BCBA's providing services to Waterbury Public Schools will obtain their Connecticut State Behavior Analyst License through the Department of Public Health.

4. All SSG BCBA's will have a minimum of a master's degree in a relevant field, from an accredited institution as well as advanced training provided by SSG, extensive knowledge and experience in Applied Behavior Analysis therapy and practice working with students with disabilities, including students with autism spectrum disorder, in a school setting.

SSG is committed to providing the most qualified and professional personnel to carry out the services needed by Waterbury Public Schools. We ensure all SSG employees have extensive experience working with children, excellent communication skills and the ability to work independently as well as part of a team. We provide initial onboarding training as well as ongoing trainings for all areas of professional development. All SSG staff can work collaboratively towards the student's goals, collecting data and documentation procedures. Please see below for the specific qualifications for the positions requested:

Board Certified Behavior Analyst Our high quality BCBA's are specifically trained in Ethics and Professional Conduct, Behavior Analytic Skills and Client-Centered Responsibilities. BCBA's specialize in completing assessments including but not limited to the VB-MAPP, ABLLS-R, PEAK Assessment, and Social Skills Assessments. BCBA's also have extensive experience in training classroom staff on PBIS, classroom management strategies, fidelity checks and follow up procedures. SSG BCBA's are fluent in performing in the following areas:

- Conducting Functional Behavior Assessments
- Designing and overseeing the implementation of Behavior Intervention Plans (BIPs) and other related academic and behavior programs
- Coaching and creating necessary for targeting academic and behavior goals, such as visual schedules, first-then boards, token economy systems, reinforcement systems, etc.
- Providing initial training and ongoing analysis and consultation to support students and their school teams
- Data collection, analysis, and interpretation to determine if adequate progress is being made
- Collaboration and coaching with key staff members to increase success of interventions

STATEMENT OF QUALIFICATIONS AND WORK PLAN

- Training, consultation and supervision of Behavior Supports in classroom

BCBAs have extensive experience in collecting antecedent, behavior and consequence (ABC) data. BCBAs are able to administer the FAST assessment, MAS assessments, complete teacher interviews, and contrive situations to ensure of direct observations of behaviors. The BCBA will have strong presentation skills and the ability to document and explain FBA reports to the IEP team and families. Corresponding data collection tools and materials to successfully run the Behavior Intervention Plan will be made by the BCBA to ensure smooth implementation.

5. Our BCBAs will be knowledgeable and have experience with state and federal special education laws, assessments and evaluations and with individual education plans. All SSG BCBAs have school based experience and will be familiar with developing IEP goals and objectives, creating and modifying instructional and behavior support plans, attending Planning and Placement Team (PPT) meetings and providing in-service and training to Waterbury District staff as requested by Waterbury Public Schools. SSG has the ability to provide in services and CEU events at no cost to Waterbury Public Schools.

SSG BCBAs will all be trained and certified in Crisis Prevention Intervention (CPI) and will be able to train district staff in these restraint and seclusion techniques. In addition, SSG can provide a CPI certified trainer to work with district staff when requested.

6. SSG will ensure that all BCBAs proposed will have their professional license or degrees as required by law and will have completed drug tests, background checks, Department of Children and Families registry checks and required training from the DCF on the child abuse and neglect mandated reporter law. SSG conducts national background checks on all employees and these results will be provided to Waterbury Public Schools. In addition, SSG will ensure that all required checks and trainings are complete before any BCBA begins work with Waterbury Public Schools.

7. SSG will provide as many BCBAs as needed to Waterbury Public Schools and understand that each clinician's employment is subject to approval by Waterbury Public Schools. SSG also has the ability to provide substitutes as needed. Often, our regional directors in Connecticut that are certified BCBAs will be able to step in and provide services during an unexpected leave of absence.

8. SSG BCBAs will maintain specific time records of services provided. SSG understands that a full time position is not to exceed 37.5 hours per week. Our BCBAs will keep their time logged on our organization's timesheet system, which Waterbury Public Schools will also have access to. All time worked will be recorded and district Administration will have the ability to view all time as well as approve or reject any hours as needed. This information is then transmitted to SSG and invoices will be generated based on the hours approved by Waterbury Public Schools.

9. SSG will train the BCBAs in their legal obligations relating to confidentiality of student information and insure that staff maintain and protect the confidentiality of student information and properly maintain all records relating to the students serviced by SSG BCBAs and insure that the records are appropriately kept in the student's file.

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Our Directors, Sarah Luxon, Jake Carwell and Meghan Monahan will be available to train all BCBAs working in Waterbury Public Schools in these areas.

10. SSG will train the BCBAs in following all laws, regulations, policies, directives and procedures of the Department of Special Education and Pupil Personnel, Board of Education, City of Waterbury and state and federal law which relate to the staff or services provided, or the scope of services of this RFP.

11. SSG and our BCBAs will comply with all provisions of IDEA funding as it pertains to this contract.

METHODOLOGY – CAPACITY TO PERFORM WORK

It is our priority that our clinicians implement educationally relevant and evidence-based therapeutic and behavioral health approaches, follow best practice standards in their area of specialty, and implement services within the least restrictive environment.

Our clinicians will apply an integrated and collaborative approach to services, following your District's Multi-Tiered System of Supports or Response to Intervention guidelines and approach. Our clinicians will also participate in all aspects of the school-based identification and intervention process: from assessments and eligibility standards, to development, planning, and implementation of IEP services.

As members of the collaborative IEP team, our clinicians will help determine the right service delivery model and strategies to support the educational goals of each individual student. Service models may include individual or group service delivery, push-in, pull-out, consultative approaches, or any combination of the above. We believe that it is essential for all IEP team members to collaborate with one another on a regular basis in order to promote consistency and increase student success.

Pre-Referral Strategies, Including RtI

SSG clinicians will follow the policies and procedures defined by the District. Before an assessment is initiated, our clinicians may collaborate with IEP team members or school staff to discuss parent and/or teacher concerns regarding the student's academic and/or behavioral challenges. The clinicians will work with the team to determine specific strategies and modifications that can be implemented for a specified amount of time, in the general education environment. If necessary, a classroom observation may be scheduled.

SSG clinicians will lend support, provide strategies for interventions, and educate the IEP team members with regard to related disability areas, which have a negative educational impact on student performance. In addition, prior test scores, attendance records, medical history, and work samples may be reviewed to assist in making the right modifications for the student. This approach will frequently reduce unnecessary assessments and provide staff with the tools to help meet student needs.

Assessments

If an area of deficit has been identified that negatively impacts a student's academic performance, SSG clinicians will provide assessments in accordance with state and District guidelines. Assessment materials and protocols are administered based on the student's age, specific areas of academic concern, and culture. Once all data has been compiled, an evaluation report is completed, and the outcomes of the assessment are shared with the IEP team and family during an IEP meeting. The student's present levels of function, proposed goals, recommended accommodations, and potential interventions are discussed. If services are recommended, the information gathered during the assessment process will be used to develop the student's treatment plan and goals.

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Consultation

SOG clinicians provide consultation services to support students' success and bolster their skills in various learning situations. Consultation involves different components, such as classroom observations, providing strategies for teachers and parents, and providing resources. Consultation may take place in or out of the classroom.

IEP Team Collaboration

SOG recognizes that parents and teachers are key members of the student's IEP Team. We encourage our clinicians to communicate with IEP team members regularly to keep them informed and to answer any questions they might have regarding the services the clinician is providing. In order to ensure consistency and continuity, our clinicians:

- coach the school staff in techniques and modifications for improved carryover and success
- participate in co-treatment sessions with other service providers, when appropriate
- provide parents/guardians with information on their child's disability and how it is being addressed at school
- provide home programs that include activities to reinforce services that are being provided throughout the day

Student Intervention

SOG clinicians understand that interventions are driven by the student's IEP goals, using best practice methodology and appropriate service delivery models (push-in, pull-out, consultative, collaborative) to address their individual educational needs. Whenever possible, services are integrated into the classroom, to ensure that the least restrictive environment is utilized. This promotes the carry-over of therapeutic strategies into the classroom and provides opportunities for staff education, collaboration, and consultation with key staff members that will be supporting the student's educational progress.

Progress Monitoring

SOG recognizes the significance of data collection, documentation, and accountability, as well as the importance of providing the appropriate amount of services stated in the IEPs. Our Clinical Manager will provide individualized support and direction to our clinicians and educators in the area of Progress Monitoring, as needed. They are available for direct visits, phone conversations, and email communications, and they can answer questions regarding data collection and documentation.

With regard to monitoring progress, our clinicians will:

- complete District and/or site-specific quarterly progress reports
- follow the District's policies and procedures for documentation and availability
- monitor the daily notes to determine progress
- record student IEP progress and keep printed progress reports in student records
- complete Attendance Logs in order to track the frequency and duration of services provided
- notify case managers when clinicians complete their portion of student progress related to Special Education services

Student Confidentiality, HIPAA/FERPA/IDEA Compliance, and Maintenance of Records

Our company and our employees understand and comply with HIPAA, FERPA, and IDEA regulations and guidelines to ensure total confidentiality and maintenance of student records/documents. We also abide by the understanding that all student records/documents are retained as property of the District. The importance of confidentiality and protecting the privacy of students' health information and students' education records is addressed during our Employee Orientation Process. This information is also covered

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in our Employee Handbook. We is committed to maintaining legal compliance and integrity in all aspects of our operations. Our employees are required to read and sign the company Compliance Program.

Scope and Service Cohorts

Below is a partial list of the services we provide:

Related Therapy	Related Behavioral	Education	School Nursing	Autism
Speech Language Pathologists	School Psychologists	Special Education Teachers	Certified School Nurses	Board Certified Behavioral Analysts
Occupational Therapists	Licensed Social Workers	Teachers for the Visually Impaired	Registered Nurses	Registered Behavioral Technicians
Physical Therapists	Mental Health Counselors	Teachers for the Deaf and Hard of Hearing	Licensed Practical/Vocational Nurses	Behavioral Technicians
Audiologists	Educational Diagnosticians	Sign Language Interpreters	Certified Nursing Assistants	Paraprofessionals
Therapy Assistants (SLPA, OTA, PTA)	School Counselors	Adaptive Physical Education Teachers		Instructional Aides
	Marriage and Family Therapists	Orientation and Mobility Specialists		

CAPABILITIES

Staffing Capabilities

Our longstanding history, national leadership, regional experience, and localized familiarity allow us to continue the growth of our professional network so we may effectively meet the staffing demands of our school district partners in every area of need. We continue to experience remarkable growth and success in recruiting highly skilled special education, therapeutic, behavioral health, and education professionals for our school district clients. This success is represented in our client retention rate, in which 92% of our school district partners have chosen to work with us year after year.

- Regional knowledge and experience.** As a longstanding local provider in Connecticut and current vendor to Waterbury, SSG is already familiar with the district's policies, procedures and special education programs. We understand the commutability factors from different areas of the city and surrounding New Haven County, and we use this knowledge and experience to match available clinicians with assignments in appropriate or commutable locations.
- Local and nationwide candidate pools.** SSG has built a large network and database of professionals that we can call upon when a school district partner has an opening. This database includes candidates in the Waterbury area, as well as candidates located throughout all 50 states. This allows us to expand our recruiting efforts to help source candidates relocating to the area if needed.

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- ***Creative sourcing and recruiting.*** Our organization uses proven recruiting techniques to uncover new candidate leads for our school district clients. Through creative, proactive, and personalized recruiting efforts, we can respond to the needs of your District to provide qualified and available candidates. We also work with universities and colleges across the country, including many in Connecticut. Our ongoing and broad recruiting strategies ensure that we have potential candidates in our pool today and that we are developing new candidates for the needs of tomorrow.
- ***Consistency of service and retention of clinicians.*** SSG is proud of the consistency of service that we offer our school district partners. The growth and satisfaction of our clinicians is an integral part of our company culture, so our clinicians tend to stay with us year after year. Maintaining these high retention rates allows us to offer returning staff to your District each school year.
- ***Ongoing and immediate staffing needs.*** We are committed to responding to the short notice needs of our clients. Our approach includes immediate access to our local / regional database of clinicians, offering special incentives and creative solutions to support the urgent needs of your district. As our relationship continues to grow with the District, so does our involvement with local clinicians and the ability to respond quickly with qualified and talented candidates.

RECRUITING AND HIRING

With over 34 years of experience in providing therapeutic and behavioral services, The Stepping Stones Group has established a unique approach to recruiting qualified personnel. Recruiters will review District provided job details and identify candidates that match the District's preference in terms of required licensure, credentials, availability, previous experience, knowledge, and flexibility. Within our thorough screening process, we also look beyond basic tangible skills. We qualify clinicians based on their professionalism, presentation, demeanor, positive mindset, and their desire to work with children with special needs. Our priority is to provide our school district partners with highly qualified, passionate clinicians that best match their needs.

By strategically structuring our recruitment team, our clients have dedicated recruiters that are subject matter experts in hiring for their areas and markets. For example, our senior recruiters have over 10 years of experience. This allows for fast, quality results and direct target marketing for candidates that fit their needs.

Request for Candidates

- SSG will receive a request for a clinician or educator from your Special Education Department via email, phone, or in-person visit.
- We will respond immediately, and within no more than 24 hours, with acknowledgement of the request and/or request for clarification.
- We will work closely with your District to review the caseload to determine any specific needs to ensure a successful placement.

Steps to Identify Candidates

- Search our database for candidates who match the job specifications
- Conduct local and online job database searches for candidates
- Launch marketing campaigns through email, referrals, mailings, and social networks
- Participate in state and national conferences, such as ACE, AOTA, ASHA, APTA, and NASP
- Connect with colleges and universities for alumni and recent graduate leads
- Attend career days and career fairs at universities and surrounding feeder states

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- We have developed a University Relations Program, dedicated to identifying new graduates who want to pursue a career in providing special education, therapeutic, and behavioral health services.
- It should also be noted that we hire many employee referrals, which is a testament to our high level of employee satisfaction.

Once a Candidate is Identified

- Recruiter completes a preliminary interview
- Recruiter reviews candidate's resume, confirms job history, and verifies licensure
- In select situations, our Clinical Manager conducts a Clinical Interview to screen the candidate and to determine the candidate's skill level. Candidates are chosen for their education, experience, specialty, flexibility, values, professionalism, and alignment with District specific selection criteria.

Once a Candidate is Deemed Appropriate for Submission to District

- Recruiter or HR conducts professional reference checks
- Recruiter obtains permission from the clinician to submit resume to the District
- Clinician is submitted to the District for consideration

Orientation

SSG provides each clinician with a comprehensive orientation, a detailed Employee Handbook, excellent support, and opportunities for mentoring when needed. It is our desire that our clinicians become an integral part of the culture of the schools and districts they serve. As a current partner with Waterbury Public Schools, we will work with the district to confirm all information regarding their policies, procedures, and documentation requirements have remained unchanged from 2022-23. We will then provide direction, training, and guidance to ensure our clinicians learn this important information.

SSG will make every effort to educate, instruct, and monitor its clinicians to ensure they are following all district standards. This will include policies regarding dress code, wearing identification badges, following safety protocols, completing time logs, attending required meetings, recording data, etc. Specifically, we will review the Contractor Responsibilities set forth in the contract with its clinicians. We will work to ensure that all clinicians follow these requirements and maintain a professional presence. We will also provide ongoing support to our clinicians to ensure that all district rules and regulations are being followed.

Training

SSG provides customized training and coaching to meet your district's specific needs. These trainings are followed up with in person observations and documented feedback to ensure advancement. These trainings and workshops are provided at no additional cost to the district.

SSG provides district and state mandated training for its clinicians to ensure they maintain compliance, as well as additional training that SSG has determined is beneficial. Examples of training include: SSG Orientation, Autism/Behavior Support training, and COVID training. In addition to technical training, we also provide more generalized training that will help our employees be successful in school-based placements. Topics include soft skills, professionalism, and managing difficult situations. These training modules are housed in our learning management system, Bridge Academy. Training is geared to those that are new to schools, as well as experienced clinicians.

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Training and Development Program

Our **Pathways to Success Program** provides clinicians with individualized support, engagement opportunities, access to online continuing education resources, and mentoring through unique programs - Foundations and Bridge Academy - which are described below. Whether our clinicians are new graduates, new to schools, or experienced school-based clinicians, our company will provide them with the support and resources needed to be successful. Our Training and Development Program is led by Christine Dukes, CCC-SLP, SVP Quality, who has over 25 years of experience in education, recruiting, and management.

Foundations Mentoring Program

Foundations is a mentoring guide developed for employees who are new to the school environment, including new grads and therapists transitioning from other settings. It consists of a series of learning modules on Bridge Academy that helps clinicians navigate the complexities of working in school systems. Foundations can be self-guided or completed with an identified mentor.

Highlights include:

- *Caseload Management – Systems and Scheduling*
- *Time Management - Treatment, Meetings, and IEPs*
- *IEPs - Navigating the Process*
- *Service Delivery Models*
- *Assessments, Report Writing, and Documentation*
- *Professional Etiquette*

Bridge Academy – Continuing Education and Training Program

We know the importance and value of continued education and the prominent role it plays in contributing to the professional growth of our clinicians and the children they serve. Bridge Academy, our online training and development platform, hosted by industry-leader Absorb LMS, provides the tools and resources to continue professional development throughout a clinician's career and at **no cost** to the district.

Highlights of our development and training program include:

- *Experienced professional development team representing SLPs, OTs, School Psychologists, Nurses, Behavioral Staff, and more*
- *Webinars with a defined and discipline-specific curriculum provide opportunities to access courses at any time to earn CEUs and CPDs*
 - *SOG is an ASHA, AOTA, NASP, BACB, and Nursing approved/authorized continuing education provider*
 - *Live webinars provided monthly to address current topics and needs in school setting*
- *Library of over 175 recorded webinars available, including introductory courses with a variety of topics applicable to multiple disciplines*
- *Practical/Printable information including Monthly Toolkits, therapy ideas, and resources*
- *State and District specific required training*
- *Houses our Foundations program, Summer Series curriculum, Teletherapy Toolkit, Monthly CF Roundtables, and more!*
- *Dynamic reporting and course completion certificates available*

A calendar of events is thoughtfully created each school year, so the content is fresh and applicable. In addition to monthly webinars, courses are created to meet specific requirements at the state and district

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level. Bridge Academy allows for robust tracking and reporting to ensure clinicians have completed their required training prior to start.

Our multidisciplinary, professional development team creates and presents content to ensure our clinicians have access to free, convenient, and appropriate training resources. Our Professional Development team consists of qualified and experienced clinicians, who also act as Clinical Managers.

District Professional Development

To show our appreciation of your business, SSG offers our school district clients and their staff access to **Elevate “U”, our district PD platform**, at no cost. Select recorded webinars, which are eligible for ASHA, AOTA, NASP, and/or BACB CEUs and CPDs and Nursing Contact Hours, will be made available to you and your special education staff three times throughout the school year as part of our SSG District Partnership Program. These courses can be done either individually or in a group setting.

We also provide opportunities for districts to request workshops that are customized to the specific needs of the district. We can discuss options for personalized trainings and events hosted by SSG that can be live or pre-recorded.

All of our Elevate “U” offerings also come with dedicated technical support for users on our platform and provide an opportunity for participants to track courses completed within our system.


In 2022 alone, we offered 300 districts access to our exclusive webinars, with employees earning over 1,000 CEUs/CPDs/PD Contact Hours through our Partnership Program. Access to Elevate “U” through an SSG partnership offers tremendous savings to districts for PD when compared with PD subscriptions services that charge districts based on number of users. Our commitment to your district includes PD at no additional cost to your district.

Below is the calendar of webinars that are being provided for the 22/23 school year.



Previous District Offerings

- Using an Informed Decision-Making Model to Maximize Success in the Schools
- Managing the SLP School Workload
- Effectively Embedding Therapy Services Across the Student's Day
- Trauma 2.0 Moving Beyond Aces
- Data Collection Connection
- Starting Off Strong: Rapport Building Activities
- Behavior Support 101 in the School Setting
- Tips for Dealing with Student Anxiety
- Intervention Activities for Students with Moderate/Severe Learning Eligibilities
- Executive Function and the Learning-Disabled Child
- Professional Ethics for the School-Based SLP
- School Impact of Mental Health Disorders
- Mix It Up: Activities for Mindfulness, Movement, and Managing Emotions
- Cultural Competence 1.0



THE STEPPING STONES GROUP
Transforming Lives Together

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QUALITY CONTROL

Compliance Requirements

Our dedicated Compliance Department ensures that our clinicians meet all credentialing requirements before they are permitted to start working and performs ongoing checks to ensure that clinicians maintain these requirements throughout their assignment period.

Verification of Credentials

Required credentials will vary by specialty, level of expertise, school district, and/or state. Our Compliance Department will follow necessary regulations to verify that each clinician meets the requirements to perform services in the District. Any state licensure, state certification, national certification, or professional certification for our clinicians is confirmed to be Active and in Good Standing through the issuing agency. Credentials of our staff are validated directly through issuing agencies using their online database and copies of each are maintained securely within our HR Department for reference.

Ongoing monitoring is managed by validating updated license or certification records at each expiration/renewal period. Our Compliance Department also provides proactive reminders to our staff well in advance of any credential expiration to prevent any lapse in their license or certification.

District Compliance Requirements

We will obtain confirmation from the District regarding your contract provider requirements before they are allowed to begin work on campus and with direct interaction with students. These requirements may include items such as a school district or state fingerprint clearance, district-issued identification badge, criminal background checks (federal, state, county, child abuse registries), Tuberculosis test, or drug screenings. In addition, we will follow the District procedures regarding any periodic or routine checks required for ongoing compliance of these requirements.

Employee Onboarding

Our clinicians are our employees and as such, our Compliance Department ensures that our staff meets our onboarding requirements before they can begin work. These requirements include an additional background screen, I9 Employee Eligibility Verification, Federal and State tax withholding forms, and other company-related items.

Monitoring

SSG consistently monitors its staff to ensure that we consistently provide high quality clinicians and that we meet the needs of the District. The Clinical Manager will conduct meetings and care calls with clinicians to provide support and verify that they have developed a comfort level and a level of confidence in their roles. The Clinical Manager will also regularly connect with District staff via phone, email, or direct visits to confirm that our clinicians are meeting the needs of the District.

Communication

District staff can contact any SSG team member, including corporate staff, via phone or email at any time. We will also communicate regularly with District personnel to identify and address any new needs, review the services being provided, and address any questions. We will respond to your communications and requests in a timely manner and work quickly to solve any problems. Finally, we will be sure to follow up on any issues to ensure that the appropriate changes have been made to address the situation.

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Common Staffing Problems and Company Prevention Strategies

Absences	SSG is committed to providing students with high quality, educationally relevant therapy services, and we will exhaust our options to prevent interruptions in service. If a clinician is absent for several, consecutive days, we will make every effort to find a substitute clinician. We have a database of clinicians looking for short-term assignments, and we also turn to recently retired clinicians to help fill leaves.
Preventing “No Show” Assignments	To prevent “no show” assignments, SSG provides a thorough pre-screening during the recruiting and hiring process and a high level of staff support once the candidate begins his or her assignment. It is a standard operating procedure for the Career Services Manager to regularly connect with the clinicians via phone, email, or direct visits to provide support and verify that they are succeeding in their roles.
Personnel Performance Issues	The Client Services Manager will also regularly connect with the District to ensure that our clinicians are meeting the needs of the District. If a District identifies any performance-based deficits or challenges with a clinician, the Clinical Manager will address the issue immediately and discuss the reported deficits with the clinician. It is our policy to be proactive in obtaining the facts of the matter and working with the District for a timely and positive resolution whenever possible.

CLINICAL OPERATIONS DEPARTMENT

The Stepping Stones Group provides Clinical Operations support and expertise in all states, for all of our service cohorts, which include: Related Therapy, Related Behavioral, Education, School Nursing, and Autism. Our clinical managers are experienced in and provide support for over twenty therapy, special education, and behavioral health disciplines.

Regional Directors and Clinical Managers

Regional Directors oversee day-to-day clinical operations for their regions. They lead, manage, and support a team of Clinical Managers assigned to the region. Regional Directors provide guidance to their Clinical Managers and assist them with any problem solving or performance concerns that impact our employees. They also promote quality and consistency across the region.

Clinical Managers are the face of the company! These clinical leaders will provide individualized support, guidance, and mentorship to clinicians we place in the District. Every SSG employee is assigned to a Clinical Manager. They provide tools and resources for our clinicians, so they are confident in delivering excellent services to the students they serve. The list below summarizes the Clinical Manager’s roles and responsibilities.

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Clinical Manager Roles & Responsibilities:

- Complete candidate screenings and clinical interviews to identify quality candidates
- Once candidate is hired, completes company clinical onboarding process
- Work with the Triad (the SDP support team comprised of clinical, recruiting, and client contacts) and/or the District contact to understand District expectations, policies, and procedures
- Provide consistent, individualized, and ongoing support, mentoring, and guidance
- Provide at least monthly touch points with employees, with frequency depending upon the level of support needed
- Discuss best practices with our employees and share clinical tips and ideas
- Monitor employees to determine that they are meeting District expectations and following District policies and procedures, including required documentation and service logs
- Provide District client visits either independently or in collaboration with the Client Services Manager, as needed
- Implement unique SSG programs created to ensure employee success
- Communicate with Triad and District personnel, as needed, to address any performance concerns that the District has brought to our attention
- Address performance concerns with employee and work with the Triad and the District to resolve them
- Provide ongoing, excellent customer service for employees, clients, and colleagues

b. WORK PLAN

SSG provides customized training and coaching to meet your district's specific needs. We have an extensive library of training topics and coaching models, including de-escalation and crisis management training, creating trauma sensitive classrooms, social-emotional learning instruction, Applied Behavior Analysis (ABA) in the classroom, how to utilize and implement VBMAPP in the classroom, effective classroom management practices, how to collect and analyze data to develop behavior interventions, how to implement antecedent intervention strategies, retaining and supporting staff, and how to best utilize paraprofessionals in the classroom. In similar local partnerships we are currently providing bi-weekly and/or monthly trainings, available during the day or after school hours, that are used to target deficits in the special education programs or general education classrooms. These trainings are followed up with in person observations and documented feedback to ensure advancement. These trainings and workshops are provided at no additional cost to the district.

Experience of the Firm

Our professionals are licensed and certified in Connecticut, have specialized training and experience in special education, developmental disabilities, pediatric rehabilitation, and/or mental illness, and work within the framework of IDEA, the ethical best practices of their disciplines, local District guidelines, and state and federal law. We will ensure that our clinicians and educators comply with the terms and conditions regarding licenses and certificates, fingerprinting, Medicaid service records, and all District rules and regulations.

Scope of Services

SSG has reviewed the Scope of Services outlined in the RFP instructions, and we agree with all requirements and terms. We will recruit highly qualified clinicians who will meet the District's qualifications. We will also ensure that they perform all duties listed in the Scope of Services, including

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providing direct and indirect services, conducting evaluations, participating in IEP meetings, writing reports, coordinating with parents and staff, and following District procedures.

The clinical culture within SSG revolves around providing educationally relevant services and implementing strategies and best practice techniques to address the students' IEP goals. Our clinicians will comply with the following duties, allowing for differences across disciplines.

- Pre-referral strategies, if applicable within the District
- Assessments
- Report Writing
- Attendance at meetings
- Therapy services
- Documentation
- Treatment logs
- Progress reports
- Consultation with teachers, parents, etc.
- Collaboration with child study team

Board Certified Behavior Analyst (BCBA)

Our highly qualified BCBAs are specifically trained in Ethics and Professional Conduct, Behavior Analytic Skills and Client-Centered Responsibilities. BCBAs specialize in completing assessments as well as working with other disciplines in a team approach. BCBAs also have extensive experience in training classroom staff on PBS procedures, classroom management strategies, fidelity checks and follow up procedures. This position supervises the Behavior Technicians and are fluent in performing in the following areas:

- Conducting Functional Behavior Assessments
- Designing and overseeing the implementation of Behavior Intervention Plans (BIPs) and other related academic and behavior programs
- Coaching and creating necessary for targeting academic and behavior goals, such as visual schedules, first-then boards, token economy systems, reinforcement systems ,etc.
- Providing initial training and ongoing analysis and consultation to support students and their school teams
- Data collection, analysis, and interpretation to determine if adequate progress is being made
- Collaboration and coaching with key staff members to increase success of interventions
- Training and consultation for needs of students as they transition back to general education classrooms

Scope of Services

1. SSG will provide the services of up to eight full time BCBAs with the qualifications set forth in this RFP. SSG BCBAs will not only meet all Waterbury requirements, but they will exceed them. Each BCBA will provide supervision, training and related services as requested by Waterbury Administration for students with disabilities, pre-K through grade 12 for up to 1500 hours for each BCBA per year. SSG understands that each BCBA will be required to provide services for up to 181 days during the school year, at 7.5 hours per day (Monday - Friday) and up to 20 days during the summer at 5.5 hours per day.

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2. SSG understands that each BCBA may work with one or more students based on the students' IEP. SSG will provide one BCBA for general overall supervision of all District schools and staff working with student behavior, for consultation by staff as needed, for student programming and evaluation and for staff training in restraint and seclusion and other professional development and training needs of the district.

SSG has an unparalleled commitment to providing superior employees and training programs to the school districts we partner with. Our model of service delivery is based on collaboration, communication, evidence and shared responsibility among all of our team members.

SSG differentiates itself as a company by maintaining an unmatched national and regional support infrastructure of special education professionals, many of which served as Directors of Special Education, BCBAs and School Psychologists. This support infrastructure serves not only as our clinical support infrastructure but also can be drawn upon to assist our partner districts with training and/or professional development.

3. SSG BCBAs will be required to work 181 schools days with students in accordance with the Waterbury Public Schools calendar. These days will be Monday – Friday, for 7.5 hours each day.

4. SSG BCBAs will plan, develop and provide 5 full day professional development experiences and will work 7.5 hours on each of these designated days.

5. SSG BCBAs will attend or plan, develop and provide training for 13 half day professional development days and will work for 7.5 hours on these designated days. SSG understands that BCBAs assigned to schools designated in the Commissioner's Network are also required to attend an additional 22 half day professional development days and will work 7 hours per day on these designated days.

6. All SSG BCBAs will attend an orientation upon hire to familiarize themselves with Waterbury Public Schools and the school based policies and procedures.

7. SSG understands that all BCBAs will be required to work during the district's ESY summer program. This program runs for 20 days over the summer and all BCBAs will be expected to work 5.5 hours per day on these designated days.

8. SSG will provide a program manager that will be responsible for managing all BCBAs and credentials. These responsibilities will include monitoring attendance, performance, training, supervision, professional ethics, and conduct within the work environment. In addition, this program manager will ensure certification status, as well as be regularly available for communication with designated Waterbury Public School staff.

9. SSG will work with each of our BCBAs to insure that all district requirements are met. Each BCBA will oversee, monitor and improve student programs, develop appropriate IEP goals and objectives for students, create or modify instructional and behavior support plans with Waterbury staff, work collaboratively with Waterbury staff, administration and families, provide professional development, provide training in restraint and seclusion techniques, assist school staff and administration with staff evaluation and supervision, supervise staff providing behavior therapy services as directed by

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administration, conduct assessments and evaluations across settings, facilitate inclusion and transition efforts including but not limited to transitions to school and staff, coordinate district wide on-site visits as directed by Waterbury administration, attend PPT meetings, train school staff in autism identification instruments for educational programming, provide training to Waterbury staff as needed, upload reports and other documents on the Waterbury Public School's web-based IEP system, parent training and support as requested by Waterbury administration and any other related duties requested by Waterbury Public Schools.

10. SSG BCBA's will maintain detailed records of all of the services provided as requested by Waterbury administration and will prepare reports describing the services as required by Waterbury administration. SSG will require all BCBA's to utilize the Waterbury Public School's web based IEP system for all reports. SSG supervisors will become familiar with this program in order to provide orientation and training on this system, as well as all other district specific systems and procedures. All reports generated by SSG BCBA's will be provided to Waterbury administration prior to making them available to third parties.

11. SSG BCBA's shall provide to Waterbury Public Schools all required Medicaid documentation in a form and manner acceptable to the administration and the City. SSG regional managers will insure that all documentation is in compliance with the State of Connecticut Department of Social Services and its rules and regulations.

12. As the largest national provider of special education professionals, SSG maintains a consistent pool of candidates that will be ready to begin work at Waterbury on a moment's notice. In addition, our state and regional managers will all be Connecticut licensed providers that can be called upon to provide therapy in emergency situations to avoid service delays. If there are gaps in service or unexpected leaves of absence, SSG managers and supervisors will be ready to step in and fill the role to avoid any breaks in service. The SSG Client Services Manager will be in regular contact with representatives from Waterbury and will keep the district apprised of any gaps in service, and how any missed services will be completed.

13. SSG will provide a transparent and fully accessible system for verifying hours worked by BCBA staff and personnel. This system will include access to review paid time off, sick time, holiday time, attendance and lunch breaks

In Addition – The Stepping Stones Group will adhere to all conditions (# 1 – 15) listed in Section H of the RFP.

FAILURE TO COMPLETE WORK, DEFAULT, LITIGATION

- a. SSG has never failed to complete any work awarded to the organization
- b. SSG has never defaulted on a contract.
- c. SSG is not subject to any pending litigation which could affect our organization's ability to perform this agreement.
- d. SSG has never had a contract terminated for cause.
- e. SSG has not been named in any lawsuit related to errors and omissions within the past five years.
- f. SSG has never filed for protection under the Federal bankruptcy laws at any time during its existence.
- g. There are no other factors or information that could affect SSG's ability to provide the services being sought about which Waterbury should be aware.

EXCEPTIONS AND ALTERNATIVES

SSG has no exceptions or alternatives to this RFP

IMPLEMENTATION PLAN

As the largest provider of special education and behavioral services in the country, SSG has the capacity to fill as many Registered Behavior Technician positions as required by WPS. Once awarded a contract with WPS, SSG will follow the steps and schedules outlined below to ensure the successful delivery of services. We will maintain open and frequent communication with District staff to ensure a seamless transition from a clinician's hire date to their first day of assignment.

Overview of Process

Before Award

- Begin confirming that any existing clinicians that SDP would like to return are confirmed for the coming school year.
- Building a pipeline of new candidates in anticipation of awarded contract
- Review compliance procedures including necessary certificates, fingerprinting, TB tests, etc.

Awarded Contract

- Submit signed contract and insurance documents
- Identify District's staffing needs, priorities, and preferences
- Begin interviews with candidates to be presented to the District
- Submit clinicians to the District for consideration

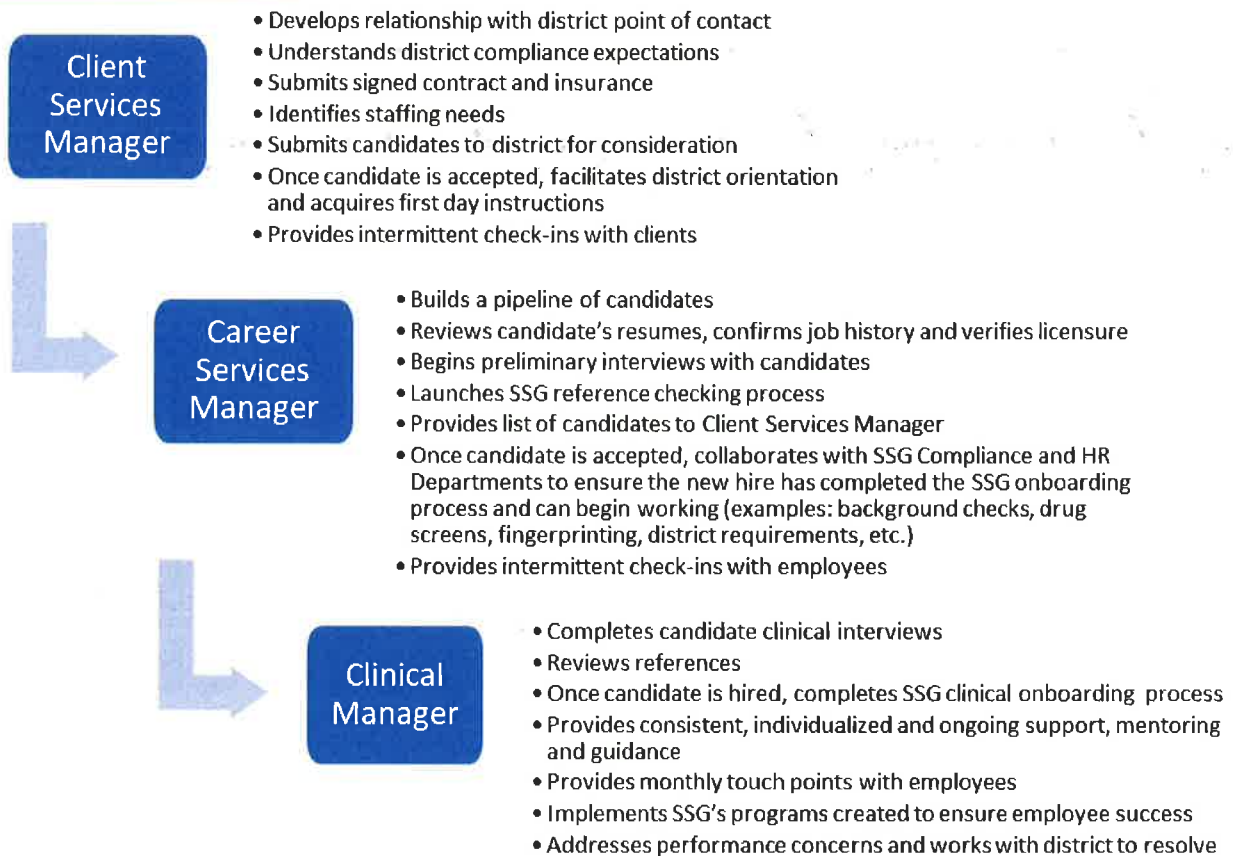
Placements

- Verify clinician's credentials (state licensure, certification, etc.)
- Run all necessary compliance per District regulations (fingerprint clearance, identification badge, background check, TB test, etc.)
- Onboard clinician per company policies
- Clinical Manager to assist with setup, scheduling, documentation, and IEP review on the first day of all placements at no additional cost to the District
- Clinician begins assignment at the District

Account Management

- Confirm process for invoicing and contract compliance (any changes from previous year)
- Provide ongoing management of clinician placements
- Provide ongoing clinician supervision, support, and mentoring
- Monitor and evaluate clinicians to ensure quality performance
- Establish District's preferences for the provision of training or CEU events
- Communicate regularly with District personnel

Roles and Responsibilities



Execution Strategy for Delivery of Services

1st week

- Confirm District expectations, policies, and procedures
- Obtain caseload from the District
- Set up room for services
- Set up logins
- Review student files and/or IEPs
- Create service schedules
- Meet District team and other staff
- Introduce and build rapport with teachers and building administrator/principal
- Obtain list of IEPs and Evaluations that are due within first month
- Start service delivery

30 days

- Ensure all trainings are complete on tracking and managing as well as billing for services
- Connect with case managers to plan for upcoming IEPs
- Check for screening referrals from previous school year and schedule initials
- Make an IEP calendar for the remainder of the year (initials, triennials, etc.)

- Services for all students must be in progress
- Collaboration with teachers and other IEP team members
- If irregularities are noticed within IEP, meet with case manager to hold a possible amendment
- Complete service documentation per District expectations/guidelines
- Establish evaluation deadlines for the school year
- Attend IEPs, if applicable

60-90 days

- Complete Progress Reports per District timeline
- Meet with administration to ensure the District requirements are met to date and adjust if needed

90+ days

- Plan for makeup sessions
- Plan for therapy during District testing weeks, etc.
- Between 90-180 days, especially during the "IEP Season," meet the team and plan in advance to meet the compliance deadlines for annuals and especially evaluations

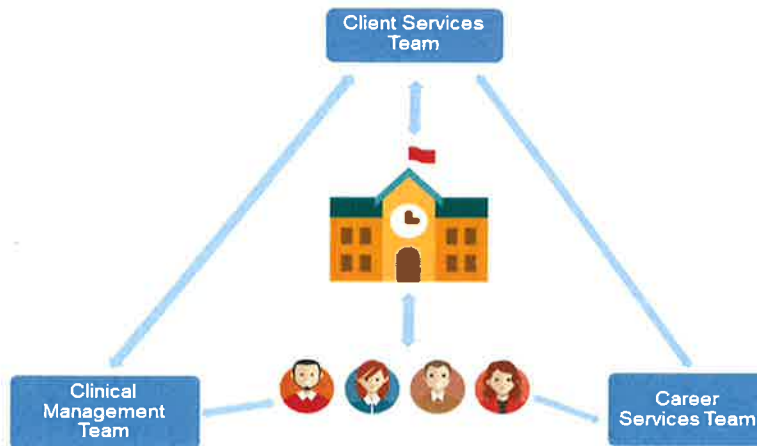
End of the school year

- Obtain information about the closing procedures
- Prepare documents/files giving information about the caseload, location of service delivery, location of files and student folders, and contact person in the school
- Ensure Medicaid documentation is up to date, if applicable
- Complete all scheduled IEPs
- Meet with the District management team to review District staffing needs and assignments, etc.

KEY PERSONNEL

Our organization uses a collaborative approach to ensure that the highest level of service and support is delivered to our school district partners, our employees, and the students served. We refer to this collaborative approach as our **Triad** model, and it is a cornerstone of our company culture.

SOG unifies all areas of District support into a dedicated **Triad** team. This elevates our focus, proficiency, and quality as we work together to deliver excellent customer service to our clients and clinicians. This focused collaboration is our framework for consistent communication, contribution, transparency, and trust. It is the foundation of our client and employee relationships.



Responsibilities for each **Triad** team member are highlighted in the summary below:

Triad Team		
Client Services Manager	Career Services Manager	Clinical Manager
<ul style="list-style-type: none"> Serves as the District's single point of contact and responsible for District satisfaction Responds to District staffing needs, submits candidates to district for consideration, helps coordinate placements Regularly reviews recruiting progress for the District's outstanding staffing needs Oversees invoicing and contract compliance Provides consistent communication and ongoing support to clients 	<ul style="list-style-type: none"> Builds an ongoing pipeline of qualified candidates to meet the District's staffing needs Verifies candidate credentials and begins preliminary interviews Conducts thorough professional reference checks Helps coordinate onboarding and District compliance requirements for new hires Provides intermittent check-ins with employees 	<ul style="list-style-type: none"> Completes candidate clinical interviews Delivers ongoing clinical support and reviews best practices with clinicians Provides supervision, mentoring, and evaluation of staff to ensure we are meeting district expectations and following district policies/procedures Addresses clinical performance concerns as needed Provides consistent communication and ongoing support to clinicians

ADDITIONAL DATA

Your dedicated **Triad** support team for Waterbury Public Schools:

Client Services Managers	Career Services Managers	Clinical Managers
Sarah Luxon 888-835-0894 x 203 sarah.luxon@ssg-healthcare.com	Vanessa Doria 484-302-7379 Vanessa.Doria@ssg-healthcare.com Ian Murray 610-875-6101 Ian.Murray@ssg-healthcare.com	Jake Carwell, M.Ed 630-254-2037 jacob.carwell@ssg-healthcare.com Brittany Zehr, Ed.S., NCSP 412-297-3324 brittany.zehr@ssg-healthcare.com Meghan Monahan, BCBA 610-256-0309 Meghan.Monahan@ssg-healthcare.com

Sarah Luxon – Vice President of Client Services

Sarah Luxon started with the Stepping Stones Group providing support to the Southern California region and quickly graduated into a role consulting for the entire state. She has since focused on strategic development of volume based Behavioral Health Services. In this role she emerged herself in Special Education Departments behavioral health programs and saw an opportunity to strengthen district staffing and professional development goals. Alongside with our Director of Recruiting, Sarah created a comprehensive Behavioral Program that allows our partners to easily manage a volume number of flexible and well-trained contractors with an abundance of additional supports for our school partners nationwide.

Sarah will be responsible for managing the partnership between SSG and Waterbury Public Schools. She will work to ensure that quality service is provided to the school on all levels. Specifically, she will:

- Serve as the district's single point of contact
- Respond to the district's staffing requests
- Regularly review our recruiting progress
- Work collaboratively to resolve any performance or clinical issues throughout the year
- Plan meetings with the designated Special Education contact as needed
- Oversee invoicing and contract compliance

Jake Carwell, M. Ed. – Clinical Manager

Jake has a diverse background working in the field of special education both as a leader and in the classroom. His area of focus, as well as his passion, is in training and developing staff who work with low incidence populations. Jake's experience includes conducting professional development on a wide range of topics related to behavior and crisis management, creating systems for students reintegrating out of private placements, and capacity building through systematic training and coaching. Through all of Jake's leadership roles, he has continued to demonstrate a passion for the training and development of staff and

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #14.15

June 13, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve a Professional Services Agreement with Apex Educational Solutions, LLC, for a three-year period, for Board Certified Behavior Analyst Services for students in accordance with their Individual Education Plan (IEP), subject to any non-substantive changes approved by the Corporation Counsel's office.

EXECUTIVE SUMMARY

DATE: June 7, 2023

To: Board of Education
Board of Alderman

FROM: Miguel Pabon, Director of Pupil Services

RE: Approval of Agreement between the City of Waterbury and Apex Educational Solutions, LLC for Board Certified Behavior Analyst Services (BCBA)

The Special Education Department requests approval of the attached agreement between the City of Waterbury and Apex Educational Solutions, LLC, subject to any minor, non-substantive changes to be approved by the Office of the Corporation Counsel. This agreement is necessary in order to provide Board Certified Behavior Analyst Services (BCBA) to identified students with disabilities, in accordance with their Individual Education Plan (IEP).

Apex Educational Solutions, LLC was awarded a three-year contract not to exceed \$498,216.50 for the entire term of the contract, and in accordance with the cost proposal and as set forth below:

For July 1, 2023- June 30, 2024, an amount not to exceed \$161,425.00, based on the hourly rate of \$110.00 per hour;

For July 1, 2024- June 30, 2025, an amount not to exceed \$165,827.50, based on the hourly rate of \$113.00 per hour;

For July 1, 2025 –June 30, 2026, an amount not to exceed \$170,964.00, based on the hourly rate of \$116.50 per hour;

The Special Education Department elected to issue a Request for Proposal #7610, for Board Certified Behavior Analyst Services (BCBA) to provide services to students with disabilities. We received proposals from ten (10) vendors. The department formed a Selection Committee which included Miguel Pabon, Director of Pupil Services, Sharon Walsh, Assistant Director of Pupil Services, and Michelle Bibeau, Supervisor of Special Education. After reviewing the ten (10) vendor proposals, the top four (4) were selected for a follow-up interview. After careful review of all the proposals and information from the interviews, the Selection Committee recommended the following three (3) vendors to provide these services: 1) Connecticut Behavioral Health, LLC was awarded part of the contract (up to 2 BCBA's); 2) Stepping Stones Group, LLC was awarded one (1) BCBA; and 3) Apex Educational Solutions, LLC was awarded one (1) BCBA. This contract is paid with IDEA Grant funds. A tax clearance and all requisite city compliance documents have been or will be obtained.

PROFESSIONAL SERVICES AGREEMENT

RFP No. 7610

for

Board Certified Behavior Analyst Services

between

The City of Waterbury, Connecticut

and

Apex Educational Solutions, LLC

THIS AGREEMENT (the “Agreement” or “Contract”), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (the “City”), located at City Hall, 235 Grand Street, Waterbury, Connecticut 06702 and Apex Educational Solutions, LLC (the “Consultant”), with a mailing address at 95 Main Street, STE 2, East Hampton, Connecticut 06424, and a business location at 98 S Turnpike Road, Wallingford, Connecticut 06492, a State of Connecticut duly registered domestic limited liability company. (Jointly referred to as the “Parties” to this Agreement.)

WHEREAS, the Consultant submitted a proposal to the City responding to **RFP No. 7610** for Board Certified Behavior Analyst Services; and

WHEREAS, the City selected the Consultant to perform services regarding **RFP No. 7610**; and

WHEREAS, the City desires to obtain the Consultant's services pursuant to the terms, conditions and provisions set forth in this agreement (the “Project”).

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. The Consultant shall furnish all of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. The Consultant shall make such revisions or modifications to its work, at its own cost and expense, as the City may require in order to be deemed complete.

1.1. The Project consists of, and Consultant shall provide, Board Certified Behavior Analysts (BCBAs) for the Waterbury Public School District and students with disabilities ages 3-22 with behavior needs and other related services under the direction of School District personnel for up to 1467.5 hours per contract year, as directed by the students’ Individual Education Plans (IEPs) and 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:

- 1.1.1** Addendum #1 to City of Waterbury RFP No. 7610, dated April 4, 2023, consisting of 3 pages, attached hereto;
- 1.1.2** City of Waterbury RFP No. 7610, consisting of 14 pages (excluding Attachments A-C), attached hereto;
- 1.1.3** Consultant's Revised Cost Proposal, dated May 23, 2023, consisting of 1 page, attached hereto;
- 1.1.4** Consultant's Response to RFP No. 7610, consisting of 21 pages (excluding staff resumes and licenses, Exceptions & Alternatives, and City contract compliance documents), attached hereto;
- 1.1.5** City Contract Compliance Documents, incorporated herein by reference;
- 1.1.6** Certificates of Insurance, incorporated herein by reference;
- 1.1.7** Licenses, incorporated herein by reference;
- 1.1.8** All applicable Federal, State, and local statutes, regulations charter and ordinances, incorporated herein by reference.

1.2. The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the Consultant. In the event that any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically:

- 1.2.1** All applicable Federal, State, and local statutes, regulations charter and ordinances
- 1.2.2** Any Amendments to this Contract
- 1.2.3** This Contract
- 1.2.4** Addendum #1 to City of Waterbury RFP No. 7610
- 1.2.5** City of Waterbury RFP No. 7610
- 1.2.6** Consultant's Revised Cost Proposal
- 1.2.7** The Consultant's Response to RFP No. 7610

2. Consultant Representations Regarding Qualification and Accreditation. The Consultant represents that, to the extent required by law, its employees are licensed to perform the scope of work set forth in this Contract. The Consultant further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the City relies upon these.

2.1. Representations Regarding Personnel. The Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual

relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by the Consultant under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

2.2. Representations Regarding Qualifications. The Consultant hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that the Consultant and/or its employees be licensed, certified, registered, or otherwise qualified, the Consultant and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Consultant shall provide to the City a copy of the Consultant's licenses, certifications, registrations, etc.

2.3. Activities, Work, and Services Performed in Department of Education Facilities, on School Grounds, at Student Sporting Events, and/or where City Students Present. For all activities in school facilities and/or Department of Education facilities, the Contractor shall first be required to coordinate all on-site visits and activities with the appropriate Department/personnel in Education, or the designated person and shall obtain any necessary clearance, ID badges, etc.

2.4. Criminal Background Check and DCF Registry Check. The Consultant shall ensure, and represents to the City, that any employee who will be on school grounds/Department of Education Property/at Department of Education events and/or where City students are present, that will or may have direct contact with a student pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The Consultant shall further ensure, and represents to the City that any person who will have direct contact with a student has submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The Consultant shall not permit any person with a disqualifying criminal history to have direct contact with a student.

2.5. Activities, Work, and Services Performed on other City Property (Non-Education facilities). For all activities involving non-Board of Education facilities and/or buildings, Consultant shall first be required to coordinate all on-site visits and activities with the appropriate City Department or its designee.

2.6. Confidentiality/FERPA. Consultant shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education, Connecticut Department of Education and the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc. Consultant shall further ensure

that its employees, agents, or anyone performing work on their behalf under the terms of this Agreement shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education and those of the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc.

2.6.1 Any and all materials contained in City of Waterbury student files that are entrusted to Consultant or gathered by Consultant in the course of its services shall remain in the strictest confidence to prevent disclosure of the same. All information furnished by the City or gathered by Consultant shall be used solely for the purposes of providing services under this Agreement.

2.6.2 Consultant acknowledges that in the course of providing services under this Agreement, it may come into the possession of education records of City Waterbury students as defined in and governed by Family Educational Rights and Privacy Act ("FERPA", 20 U.S.C. § 1232g) and related regulations (34 C.F.R. § 99) Consultant and City shall comply with the requirements of said statute and regulations, as amended from time to time and Consultant agrees to use information obtained from the City or student education records only for the purposes provided in this Agreement. Without the prior written consent of the student's parent or guardian, as required by FERPA, Consultant has no authority to make disclosures of any information from education records. Consultant shall instruct its employees of their obligations to comply with FERPA.

3. 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. If applicable or requested by the City, the Consultant 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 Consultant and/or delivered by the Consultant during the time period covered by the report, (iv) expressed as a percentage of the total work and services required under this Contract, the percentage of the total work represented by the work and services described in subsection

iii above, (v) expressed as a percentage of this Contract's Section 6 total compensation, the percentage of the total compensation represented by the work and services described in subsection iii above, (vi) the Consultant's declaration as to whether the entirety of the Consultant's work and services required in this Contract will be, or will not be, completed within the Contract's Section 6 total compensation amount, and (vii) any and all additional useful and/or relevant information. Each report shall be signed by an authorized signatory.

NOTE: the Consultant's failure to deliver any report required herein shall be deemed a material breach of this Contract, the City hereby reserving the right to exercise all available legal remedy(ies) to address said breach.

4. 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 commencing July 1, 2023, and terminating June 30, 2026.

5.1. Time is and shall be of the essence for all Project milestones, completion date for the Project. The Consultant further agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between the Consultant and City, that the Contract Time is reasonable for the completion of the Work. The Consultant shall be subject to City imposed fines and/or penalties in the event the Consultant breaches the foregoing dates.

6. Compensation. The City shall compensate the 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 **FOUR HUNDRED NINETY-EIGHT THOUSAND TWO HUNDRED SIXTEEN DOLLARS AND FIFTY CENTS (\$498,216.50)** for the entire term of this Agreement and shall be in accordance with Consultant's Revised Cost Proposal and as set forth below:

6.1.1. July 1, 2023 – June 30, 2024

An amount not to exceed..... \$161,425.00
Based on the hourly rate of..... \$110.00 per hour

6.1.2. July 1, 2024 – June 30, 2025

An amount not to exceed..... \$165,827.50
Based on the hourly rate of..... \$113.00 per hour

6.1.3. July 1, 2025 – June 30, 2026

An amount not to exceed..... \$170,964.00

Based on the hourly rate of..... \$116.50 per hour

Total Amount Not to Exceed..... \$498,216.50

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. 7610** shall be solely borne by the Consultant and are not included in the compensation to be paid by the City to the Consultant under this Contract or any other Contract.

6.5. Payment for Services, Materials, Employees. The Consultant shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. furnished to the City under this Contract. The Consultant shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc., going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final payment is made, the Consultant shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

6.6. Liens. Neither the final payment nor any part of the retained percentage, if any, shall become due until the Consultant, if requested by the City, shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, if required, in either case, an affidavit that so far as the Consultant has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but the Consultant may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City, to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the Consultant shall refund to the City all moneys that the City may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

7. Passing of Title and Risk of Loss. Title to each item of equipment, material, reports, plans, specifications, supplies, services, etc. required to be delivered to the City hereunder shall pass to City upon City payment to the Consultant for that item. Consultant and its insurer shall assume the risk of loss or damage up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's negligence.

8. Indemnification.

8.1. The Consultant shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, **(ii)** are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Consultant, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; **(iii)** enforcement action or any claim for breach of the Consultant duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

8.2. In any and all claims against the City or any of its boards, agents, employees or officers by the Consultant or any employee of the Consultant, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 8.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

8.3. The Consultant understands and agrees that any insurance required by this Contract, or otherwise provided by the Consultant, shall in no way limit the

responsibility to indemnify, defend, keep and hold harmless the City as provided in this Contract.

8.4. The Consultant expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, agents, employees or officers as provided herein.

8.5. Royalties and Patents. The Consultant shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Consultant's own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, the Consultant shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by the Consultant and as to any award made thereunder.

8.6. In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Consultant shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Consultant, or its subcontractor, omission or commission.

9. Consultant's Insurance.

9.1. The Consultant shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by the Consultant and such insurance has been approved by the City. The Consultant shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

9.2. At no additional cost to the City, the Consultant shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the Consultant's obligation under this Contract, whether such obligations are the Consultant's or subcontractor or person or entity directly or indirectly employed by said Consultant or subcontractor, or by any person or entity for whose acts said Consultant or subcontractor may be liable.

9.3. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than

the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims (“Tail Coverage”) shall be available for at least 60 months.

9.4. The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Consultant:

9.4.1 General Liability Insurance:

\$1,000,000.00 per occurrence

\$2,000,000.00 aggregate

\$2,000,000.00 Products and completed operations aggregate

Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

9.4.2 Automobile Liability Insurance:

\$1,000,000.00 combined single limit (CSL)

Providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non-owned autos.

9.4.3 Workers’ Compensation: Statutory Limits within the State of Connecticut:

Employers’ Liability:

EL Each Accident **\$1,000,000.00**

EL Disease Each Employee **\$1,000,000.00**

EL Disease Policy Limit **\$1,000,000.00**

9.4.4 Excess/Umbrella Liability:

\$1,000,000.00 each occurrence

\$1,000,000.00 aggregate

9.4.5 Professional Liability/E&O:

\$1,000,000.00 each Wrongful Act

\$1,000,000.00 aggregate

9.4.6 Abuse/Molestation Liability:

\$1,000,000.00 each Occurrence

\$1,000,000.00 aggregate

9.5. Failure to Maintain Insurance: In the event the Consultant fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset the Consultant’s invoices for the cost of said insurance.

9.6. Cancellation: The City of Waterbury shall receive written notice of cancellation from the Consultant at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

9.7. Certificates of Insurance: The Consultant's General, Automobile and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and The Board of Education as an additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Consultant's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the Consultant executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and its Board of Education are listed as Additional Insured on a primary and non-contributory bases on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability."** The City's request for proposal number must be shown on the certificate of insurance. The Consultant must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

9.8. No later than thirty (30) calendar days after Consultant receipt, the Consultant shall deliver to the City a copy of the Consultant's insurance policies, endorsements, and riders.

10. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, the Consultant represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Consultant of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: *EQUAL EMPLOYMENT OPPORTUNITY ACT*; *COPELAND ANTI-KICKBACK ACT*, as supplemented in the Department of Labor Regulations (29 CFR Part 3); *DAVIS-BACON ACT* as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974*, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes; the *INDIVIDUALS WITH DISABILITIES EDUCATION ACT*, as amended. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

10.1. Permits, Laws, 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, gender identity or expression, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

11.1. Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because such person has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.

11.2. Equal Opportunity. In its execution of the performance of this Contract, the Consultant shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, gender identity or expression, national origin or citizenship status, age or handicap. The Consultant agrees to comply with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

12. Intentionally Omitted.

13. Termination.

13.1. Termination of Contract for Cause. If, through any cause, in part or in full, the fault of the Consultant, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination.

13.1.1 In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc. prepared by the Consultant under this Contract shall, at the option of the City, become the City's property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

13.1.2 Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by the Consultant, and the City may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the City from the Consultant is determined.

13.2. Termination for Convenience of the City. The City may terminate this Contract at any time for the convenience of the City, by a notice in writing from the City to the Consultant. If this Contract is terminated by the City as provided herein, the Consultant will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Consultant covered by this Contract, less payments of compensation previously made.

13.3. Termination for Non-Appropriation or Lack of Funding. The Consultant acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Consultant therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law.

13.3.1 Effects of Non-Appropriation. If funds to enable the City to effect continued payment under this Contract are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Contract without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to the Consultant.

13.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay the Consultant for the agreed to level of the products, services and functions to be provided by the Consultant under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) calendar days written notice to the Consultant, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

13.3.3 No Payment for Lost Profits. In no event shall the City be obligated to pay or otherwise compensate the Consultant for any lost or expected future profits.

13.4. Rights Upon Cancellation or Termination.

13.4.1 Termination for Cause. In the event the City terminates this Contract for cause, the Consultant shall relinquish to the City any applicable interest, title

and ownership including, but not limited to, perpetual use of any proprietary rights in and to the documents, data, studies, reports, specifications, deliverables, etc. provided to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, the Consultant shall transfer all licenses to the City which the Consultant is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Consultant for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. The Consultant shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this agreement in whole or in part.

13.4.2 Termination for Lack of Funding or Convenience. In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay the Consultant for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date and the Consultant shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Consultant shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and the Consultant may negotiate a mutually acceptable payment to the Consultant for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to Changes in the Work.

13.4.3 Termination by the Consultant. The Consultant may, by written notice to the City, terminate this Contract if the City materially breaches, provided that the Consultant shall give the City thirty (30) calendar days prior written notice and an opportunity to cure by the end of said thirty (30) day period. In the event of such termination, the Consultant will be compensated by the City for work performed prior to such termination date and the Consultant shall deliver to the City all deliverables as otherwise set forth in this Contract.

13.4.4 Assumption of Subcontracts. In the event of termination of this Contract, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract, and may further pursue completion of the work under this Contract by replacement contract or otherwise as the City may in its sole judgment deem expedient.

13.4.5 Delivery of Documents. In the event of termination of this Contract, (i) the Consultant shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and (ii) the City shall pay the Consultant for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

14. Ownership of Instruments of Professional Services. The City acknowledges the Consultant's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services.

15. Force Majeure. Neither the Contractor nor the City shall be held responsible for delays or be considered to be in breach of this Contract or be subject to liquidated damages when their respective obligations under this Contract are caused by conditions beyond their control, including without limitation:

15.1. Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions;

15.2. war, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest, riots, pandemics or epidemics;

15.3. acts of governmental authorities such as expropriation, condemnation, changes of law and order or regulations, proclamation, ordinance, or other governmental requirement;

15.4. strikes and labor disputes; and

15.5. certain accidents including but not limited to hazardous, toxic, radioactive or nuclear contamination spills, contamination, combustion or explosion, which prevent a Party from fulfilling their obligations or otherwise render performance under the Contract impossible.

Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet their obligations under this Agreement.

16. Subcontracting. The Consultant shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Consultant's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Consultant and shall name the City as an additional insured party and said

subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all Federal, State and Local, laws, regulations and ordinances but such requirement shall not relieve the Consultant from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.

16.1. The Consultant shall be as fully responsible to the City for the acts and omissions of the Consultant's subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Consultant.

17. Assignability. The Consultant shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due the Consultant from the City under this Contract may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

18. Audit. The City reserves the right to audit the Consultant's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract. In the event the City elects to make such an audit, the Consultant shall immediately make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

19. Risk of Damage and Loss. The Consultant shall be solely responsible for causing the timely repair to and/or replacement of, City property or item(s) intended to become City property hereunder, where the need for repair or replacement was caused by the Consultant, by someone under the care and/or control of the Consultant, by any subcontractor of the Consultant, or by any shipper or delivery service. The Consultant shall be solely responsible for all costs and expenses, including but not limited to shipping, delivery, insurance, etc. associated with the foregoing repair and replacement obligation. Further, the Consultant shall be solely responsible for securing the City's written acceptance of all completed repairs and replacements required hereunder. The City hereby retains sole discretion to determine whether a repair or a replacement is the proper remedy.

20. Interest of Consultant. The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this Contract no person having any such interest shall be employed.

21. Entire Agreement. This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Consultant.

22. Independent Contractor Relationship. The relationship between the City and the Consultant is that of client and independent contractor. No agent, employee, or servant of the Consultant shall be deemed to be an employee, agent or servant of the City. The Consultant shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract. It is the express intention of the parties hereto, and the Consultant hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Consultant hereunder is/are not and shall not be deemed an employee of the City of Waterbury, but is/are and shall remain an independent contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City of Waterbury and the Consultant or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Consultant hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that the Consultant shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

23. Severability. Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

24. Survival. Any provisions of this Contract that impose continuing obligations on the parties shall survive the expiration or termination of this Contract for any reason.

25. Contract Change Orders.

25.1. At the sole discretion of the City, a Change Order may be issued solely by the City to modify an existing party obligation set forth in this Contract where the scope of the Change Order is:

25.1.1 within the scope of the original Contract OR is made pursuant to a provision in the original Contract, AND

25.1.2 the Change Order monetary cost is charged solely against those funds encumbered for and at the time the Contract was originally executed by the City, that is those funds set forth in the original Contract as a not to exceed payment amount OR within the original Contract's contingency / allowance / reserve amount (if any is stated therein), AND

25.1.3 the Final Completion Date has not been changed.

25.2. Notwithstanding the foregoing subsection 25.1, a Change Order shall not include:

25.2.1 an upward adjustment to a Consultant's payment claim, or

25.2.2 a payment increase under any escalation clause set forth in the original contract, or any Change Order, or any amendment.

25.3. That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed, and if agreed to, approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both the Consultant, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Consultant's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract. Any contract change NOT fully complying with this Section 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. 7610** and **(ii)** the Consultant's proposal responding to the aforementioned **RFP No. 7610**.

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 Law and Choice of Forum. This Contract shall be construed in accordance with the terms and conditions set forth in this Agreement and the law of the State of Connecticut without regard to choice or conflict of laws principals that would cause the application of any other laws. Any dispute or controversy arising out of or relating to this Contract or otherwise shall be determined by a court of competent jurisdiction in Waterbury, Connecticut (or the Federal Court otherwise having territorial jurisdiction over such City and subject matter jurisdiction over the dispute), and not elsewhere.

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: Apex Educational Solutions, LLC
95 Main Street, STE 2
East Hampton, CT 06424

City: The City of Waterbury
Attn: Department of Education
236 Grand Street
Waterbury, CT 06702

With a copy to: Office of the Corporation Counsel
City Hall Building
235 Grand Street, 3rd Floor
Waterbury, CT 06702

32. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.

The Person (the term "Person" shall herein be as defined in Section 38 of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

32.1. It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a

Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

32.2. It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

32.3. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Consultant or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

32.4. The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.

32.5. Upon a showing that a subcontractor made a kickback to the City, a prime Consultant or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

32.6. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 32.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 32.6 shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

32.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has **(i)** delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; **(ii)** filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; **(iii)** delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and **(iv)** filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

32.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 32.1-32.7.

32.9. The Consultant is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

32.10. The Consultant hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: <https://www.waterburyct.org/services/city-clerk/code-of-ordinances> [click link titled "Code of Ordinances (Rev. 12/31/19)". For Chapter 38, click on "Title III: Administration", then click on "Chapter 38: Centralized Procurement System". For Chapter 39, click on "Title III: Administration", then click on "Chapter 39: Ethics And Conflicts of Interest"]

32.11. The Consultant is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects" and the State of Connecticut Legislature's Special Act No. 01-1.

32.12. Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to

the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

32.13. INTEREST OF CITY OFFICIALS. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.

32.14. PROHIBITION AGAINST CONTINGENCY FEES. The Consultant hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

32.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the Consultant set forth in Section 6 herein is greater than \$2,500,000.00, the City is entitled to receive a copy of any and all Consultant records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

(Signature page follows)

IN WITNESS WHEREOF, the Parties hereto execute this Contract on the dates signed below.

WITNESSES:

CITY OF WATERBURY

Sign: _____
Print name: _____

By: _____
Neil M. O'Leary, Mayor

Sign: _____
Print name: _____

Date: _____

WITNESSES:

APEX EDUCATIONAL SOLUTIONS, LLC

Sign: Melissa Doane
Print name: Melissa Doane

By: Jase Doane
JASE DOANE

Sign: Andrew R. Moyer
Print name: ANDREW R. MOYER

Date: JUNE 6, 2023

ATTACHMENT A

- 1.** Addendum #1 to City of Waterbury RFP No. 7610, dated April 4, 2023, consisting of 3 pages, attached hereto;
- 2.** City of Waterbury RFP No. 7610, consisting of 14 pages (excluding Attachments A-C), attached hereto;
- 3.** Consultant's Revised Cost Proposal, dated May 23, 2023, consisting of 1 page, attached hereto;
- 4.** Consultant's Response to RFP No. 7610, consisting of 21 pages (excluding staff resumes and licenses, Exceptions & Alternatives, and City contract compliance documents), attached hereto;
- 5.** City Contract Compliance Documents, incorporated herein by reference;
- 6.** Certificates of Insurance, incorporated herein by reference;
- 7.** Licenses, incorporated herein by reference;
- 8.** All applicable Federal, State, and local statutes, regulations charter and ordinances, incorporated herein by reference.



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

ADDENDUM #1

April 4, 2023

RFP 7610 Board Certified Behavior Analyst Services

Please refer to the questions and answers below.

Question: Do you require only one copy of the cost proposal in a separate sealed envelope or would you like one original and four paper copies?

Answer: Yes. We will need one original copy and the four copies. Each document must include a cost proposal.

Question: Would you like a separate file on the USB drive to contain the pricing information electronically?

Answer: Yes.

Question: Are you currently working with any agencies providing BCBA services to your District?

Answer: Yes.

Question: Who are your current vendors and what prices do they charge?

Answer: The current vendors utilized for BCBA services are as listed:

- Stepping Stones (Previously EBS) - \$87.85
- Summit Support Services - \$107.50

Question: Have these vendors been able to meet all of your BCBA needs?

Answer: Some vendors have had difficulty providing the number of staff requested.

Question: Do you require that clinicians resumes and/or licensure be submitted with the proposal?

Answer: Yes. As an attachment per the outline of the RFP proposal.

Question: How many hours are in a typical school day (i.e. how many hours are therapists allowed to be on-site and billing)?

Answer: A regular school day is dependent upon grade level:

- Elementary: 6.25 hours
- Middle School: 6.5 hours
- High School: 6.5 hours

Staff will be required to work up to 7.5 hours.

Question: How many work days are they assigned for the school year?

Answer: It is 181 School days, 20 summer days, 5 full professional development days, 22 half day professional days.

Question: Do you anticipate awarding to one or multiple vendors? If multiple, how many?

Answer: Yes. Up to 4.

Question: If multiple vendors, how will you utilize and notify awarded vendors for your staffing needs? (Ranked order, broadcast to all awarded vendors, or use of preferred vendors).

Answer: We will notify the awarded vendors via an email and publish a notification of the awarded via our procurement site.

Question: Will assigned clinicians have access to therapy materials, supplies, equipment, evaluation kits, and protocols provided by your schools?

Answer: Therapist can utilize any materials provided by the district upon request.

Question: Will assigned clinicians have access to computers/ laptops and printers provided by your schools?

Answer: Yes.

Question: Is the contracting agency able to bill for both direct and indirect treatment time (paperwork, meeting, teacher consultations, etc.)?

Answer: Yes. Per the contracting agency's rules and responsibilities to provide both indirect, direct treatment, and paperwork. It is included in their required 7.5 hours per school day.

Question: Can you please publish the current contract for these services?

Answer: The sample contract is included in the RFP.

Question: Page 8 - Section 2 - Experience, Expertise and Capabilities, letter c. Personnel Listing- Is the City requesting we include BCBA candidates and resumes of BCBAs we may assign, or is the City asking for resumes of the internal team we will assign to the project?

Answer: Provide resumes for BCBAs, as well as relevant licensure.

Question: For the hourly rates, do you accept a rate range? Do you need a fixed or flat rate?

Answer: Per the RFP it is preferred to have a fix rate.

Question: How many children are expected to be served in the first contract term?

Answer: It is estimated that approximately 160 students will be served within the first contract term.

Question: Are 8 BCBAs expected to be available as of July 1 or will a "Phase-in" hiring of BCBAs expected, based on the demands of the school district?

Answer: Yes. It is preferable for BCBAs to be available for July 1, 2023.

Thank you.

Maureen McCauley

Assistant Director of Purchasing – City of Waterbury

**REQUEST FOR PROPOSAL
BY
THE CITY OF WATERBURY
DEPARTMENT of EDUCATION
Board Certified Behavior Analyst Services
RFP # 7610**

The City of Waterbury, Department of Education (hereinafter “City”), is seeking one or more vendors, proposers or contractors to provide:

Up to 8 Board Certified Behavior Analysts (BCBAs), as needed by the Waterbury School District, to provide services to the Waterbury public schools and to students with disabilities ages 3-22 with behavior needs and other related work as set forth in the scope of services below for the time period commencing July 1, 2023 through June 30, 2026 consisting of 10,860 hours per contract year.

A. Background and Intent

The purpose of this request is to obtain hourly cost proposals for the next three school years from reliable, experienced and licensed professional proposers who can provide behavior therapy services as set forth in the scope of services.

B. Qualifications

Eligible proposers will be those consultants, businesses, and institutions that have the following qualifications:

1. Experience and expertise in regard to providing the types of or similar services as those outlined in the Scope of Services in this RFP.
2. A proposer with a proven track record in providing these types of or similar services for Connecticut school districts in a timely fashion within budget to the school district's satisfaction. List all school contracts your business has had for the last five years and the reason you no longer contract with the school if applicable. The City reserves the right to contact any of these school districts for a reference.
3. BCBA(s) must be appropriately and currently licensed and certified as required by state and federal law and by the national board governing behavior analysts and their credentials.
4. In addition, the BCBA(s) must have a minimum of a master's degree in a relevant field, from an accredited institution, (a doctorate is preferred), advanced training, extensive knowledge and experience in Applied Behavior Analysis theory and practice working with students with disabilities, including students with autism spectrum disorder, in a school setting. BCBAs must have experience supervising behavior, training and collaborating with behavior therapists, teachers, registered

behavior therapists, paraprofessionals and other school staff providing behavioral therapy and related services and in overseeing student programs.

5. The BCBA(s) must be knowledgeable and experienced with state and federal special education laws, assessments and evaluations and with individual education plans. The BCBA(s) must have experience developing IEP goals and objectives, creating and modifying instructional and behavioral support plans, attending PPT meetings and providing in-service and training to District staff as requested by the District. The BCBA(s) must have appropriate training, certification and experience in restraint and seclusion techniques and be able to train District staff in those techniques in compliance with State and federal law.
6. All BCBA(s) must have their professional licenses or degrees as required by law and must have completed drug tests, background checks, fingerprinting, dcf registry checks and required training from the Department of Children and Families on the child abuse and neglect mandated reporter law.
7. A proposer who will provide BCBA(s) to the Waterbury Public Schools upon request without delay, including a substitute. The proposer agrees that the proposed staff is subject to the Waterbury Public School's approval.
8. A proposer who will maintain specific time records of services provided by staff as requested by Administration and maintain records in the form and manner as required by Waterbury Public Schools and the City of Waterbury.
9. A proposer who will train the BCBA(s) in their legal obligations relating to the confidentiality of student information and insure that staff maintain and protect the confidentiality of student information and properly maintain all records relating to the students serviced by the proposer's staff and insure that the records are appropriately kept in the student's file.
10. A proposer who will train their staff in following all laws, regulations, policies, directives and procedures of the Department of Special Education and Pupil Personnel, Board of Education, City of Waterbury and state and federal law which relate to the staff or services provided or the scope of services.
11. The successful responder/contractor shall comply with all provisions of IDEA funding as it pertains to this contract.

C. Scope of Services

1. The Proposer will provide the services of up to (8) full time Board Certified Behavior Analysts (BCBAs) with the qualifications set forth above who will provide supervision, training and related services as requested by Administration for students with disabilities, pre-k through Grade 12, for up to 10,860 hours for each BCBA per year consisting of up to 181 Waterbury Public School District Calendar

days for up to 7.5 hours per day and up to 20 days during the summer for up to 5.5 hours per day.

2. The BCBAs may work with one or more students based upon the students' individual education plans. Students are primarily located in Waterbury schools.
3. All BCBAs are required to work 181 school days with students in accordance with Waterbury Public Schools School Year Calendar for 7.5 hours each day Monday through Friday.
4. All BCBAs are required to plan, develop and provide 5 full day professional development experiences and will be required to work 7.5 hours on each of these designated days in accordance with Waterbury Public Schools School Year Calendar.
5. All BCBAs are required to attend or plan, develop and provide training for 13 half-day professional development days and will be required to work 7.5 hours on each of these designated days. BCBAs who are assigned to schools designated in the Commissioners Network are required to attend an additional 22 half day professional development days and will be required to work 7 hours on each of these designated days in accordance with Waterbury Public School Year Calendar.
6. All BCBAs are required to attend orientation upon hire to discuss Waterbury Public Schools District and School based policies and procedures.
7. All BCBAs are required to work during the Extended School Year Summer Program upon request by Waterbury Public Schools for a total of 20 days for 5.5 hours each day Monday through Friday based upon the students' individual education plans.
8. The proposer is required to provide a program manager that will be responsible for managing all BCBAs and credentials with respect to the following: attendance; performance; training; supervision; professional ethics and conduct within the work environment; BCBA certification; and ongoing regular communication and collaboration with designated Waterbury Public Schools staff.
9. The proposer will provide a total of 8 BCBAs. Each BCBA shall have the following duties and responsibilities: oversee, monitor and improve student programs, develop appropriate Individual Education Plan goals and objectives for students, create or modify instructional and behavior support plans with school staff, work collaboratively with school staff and administration and families, provide professional development, provide training in restraint and seclusion techniques, assist school staff and administration with staff evaluation and supervision, supervise staff providing behavior therapy services as directed by administration, conduct assessments and evaluations across settings (curriculum, environmental, preference, behavior), facilitate inclusion and transition efforts, including but not limited to transitions to schools and staff, coordinate district wide on site visits as directed by administration, attend PPT meetings, train school staff in autism identification instruments for educational programming, provide training to school

staff as needed, upload reports and other documents on the Waterbury Public School's web-based IEP system, parent training and support as requested by administration and other related duties as directed by administration.

10. The Proposer shall maintain detailed records of all of the services it provides as requested by administration and will prepare reports describing their services as required by Administration and shall require all staff to utilize the Waterbury Public School's web-based Individual Education Plan (IEP) system for reports. All reports prepared by the proposer will be provided to administration prior to making them available to third parties.
11. BCBA's shall submit the following documentation to the City to support the City submitting claims to the Medicaid School Based Child Health Program administered by the Department of Social Services. On a monthly basis, the Contractor will submit daily service logs for the student. If the City utilizes a web-based platform for purposes of claims submissions to Medicaid (e.g., CT-SEDS, Compuclaim, Frontline), the Contractor will complete service logs and monthly progress reports in such web-based applications for students in which those web-based applications indicate that such document is required. The Contractor will not determine Medicaid eligibility of the student. Daily service logs and monthly progress reports will include date and times of services, names, disciplines, and licensing information of the individual providing the services; and shall be signed by the individual(s) who performed and/or supervised the service
12. The Proposer shall provide all substitutes for its staff who possess the same credentials and experience as the regular staff.
13. The proposer must provide a transparent electronic and fully accessible system for verifying hours worked by BCBA staff and personnel. This shall include access to review paid time off, sick time, holiday time, attendance, and lunch breaks.

D. Agreement Period

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be from July 1, 2023 through June 30, 2026.

E. Insurance

The respondent shall provide insurance as set for in **Attachment D** provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial category as shown in the most current A.M. Best Company ratings.

F. 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 complete and sign the items and any forms included in Attachment A. (Contract Compliance Packet).
3. All questions and communications about this request for Proposal and submission requirements must be directed to the City of Waterbury ProcureWare website and must be received **by 2:00 PM on March 30, 2023**. Prospective proposers must limit their contact regarding this RFP to the Purchasing Director or such other person otherwise designated by the Purchasing Director. Responses to questions submitted by the above date or identified at any Information Session to be held in regard to this RFP, **along with any changes or amendments to this RFP**, will be available via the City of Waterbury ProcureWare website **by April 4, 2023, 2:00 PM**. It shall be the responsibility of the proposer to download this information. If you have any procedural questions in this regard, please call the Purchasing Director at (203) 574-6748.

G. Management

Any contract or purchase order resulting from this RFP will be managed by the Waterbury Public School's Department of Special Education.

H. Conditions

All those submitting proposals must be willing to adhere to the following conditions and must positively state this in the proposal:

1. All proposals in response to this RFP are to be the sole property of the City. Proposers are encouraged **not** to include in their proposals any information which is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.
2. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the City.
3. The timing and sequence of events resulting from this RFP will ultimately be determined by the City.
4. The proposer agrees that the proposal will remain valid for a period of 120 days after the closing date for the submission and may be extended beyond that time by mutual agreement.
5. The City may amend the terms or cancel this RFP any time prior to the execution of a contract or purchase order for these services if the City deems it to be necessary, appropriate or otherwise in the best interests of the City.

Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered. At his option, the City's Director of Purchasing may provide all proposers with a limited opportunity to remedy any technical deficiencies identified by the City in their initial review of proposals.

6. The proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel from the proposal during the course of the agreement period must be approved by the City, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the City. At its discretion, the City may require the removal and replacement of any of the proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the City.
7. All subcontractors hired by the proposer awarded a contract or purchase order as a result of this RFP must have prior approval of the City prior to and during the agreement period.
8. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.
9. A proposer must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary by the City to satisfactorily meet the requirements set forth or implied in the proposal.
10. No additions or changes to the original proposal will be allowed after submittal, except as may be allowed by the City, at its option, in accordance with Section H.5. of this RFP. While changes are not permitted, clarification of proposals may be required by the City at the proposer's sole cost and expense. The final price and scope of services of any contract or purchase order resulting from this RFP may be negotiated with responsible proposers.
11. The proposer may be required to give presentations to the extent necessary to satisfy the City's requirements or needs. In some cases, proposers may have to give presentations or further explanation to any RFP selection committee established by the City.
12. The proposer represents and warrants that the proposal is not made in connection with any other proposer and is in all respects fair and without collusion or fraud. The proposer further represents and warrants that it did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the City participated directly in the proposer's proposal preparation.

13. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the requested format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.
14. The proposer must accept the City's standard agreement language. See Attachment B.
15. Any contract or purchase order resulting from this RFP process will represent the entire agreement between the proposer and the City and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability for payment of services under the terms of the contract or purchase order until the successful proposer is notified that the contract or purchase order has been accepted and approved by the City. Any contract resulting from this RFP may be amended only by means of a written instrument signed by the proposer and signed by the Mayor.

I. Proposal Requirements & Required Format

One original (1) and (4) paper copies of the proposal, as well as a copy of the original proposal in pdf format on a CD or flash drive, must be received at the following address no later than **11:00 AM on April 12, 2023. Proposals received after that time shall not be considered.**

Mr. Kevin McCaffery
Director of Purchasing
City of Waterbury
235 Grand Street
Room 103
Waterbury, CT 06702

Proposals submitted must be bound, paginated, indexed and numbered consecutively. Proposers shall complete **Attachment C** addressed to Mr. McCaffery, which, in part, includes a statement by the proposer accepting all terms and conditions and requirements contained in the RFP, and which shall be signed by a duly authorized official of the organization submitting the proposal. Proposers shall also, as indicated in Attachment C, identify the name of a contact person, along with their telephone number, email address, if applicable, and address, who can be contacted for the purpose of clarifying the information contained in their response to this RFP. In addition to any other information required in Attachment C, proposers shall provide their firm's authorization and a request to any persons, firm, or corporation to furnish any information requested by the City of Waterbury in verification of the recitals included in its response to this RFP.

Proposals must set forth accurate and complete information for each of the items listed below. At the City's discretion, failure to do so could result in disqualification.

1. Proposer Information: Please provide the following information:

- a. Firm Name
- b. Permanent main office address
- c. Date firm organized.
- d. Legal Form of ownership. If a corporation, indicate where incorporated.
- e. How many years have you been engaged in services you provide under your present name?
- f. Names, titles, reporting relationships, and background and experience of the principal members of your organization, including officers.

2. Experience, Expertise and Capabilities

- a. Philosophy Statement and Business Focus. A statement of the proposer's philosophy and approach in undertaking the services of the nature outlined in the RFP, as well as a description of its primary business focus.
- b. Summary of Relevant Experience. A listing of all projects that the proposer has completed within the last three (3) years must be provided, as well as all projects of a similar nature to those included in the Scope of Services in this RFP. The following information shall be provided for each organization listed under this subsection:
 - Organization name and the name, title, address and telephone number of a responsible contact person.
 - Nature of services provided and dates services started and actually completed. Please indicate, for each assignment, if it was completed within the original contract timeframe and budget. If not, please explain.
 - For each project done for a municipality or other government agency, please indicate the gross cost of the agreement.

Additionally, please list any contracts or purchase orders in the last three (3) years between the proposer and any agency of the City of Waterbury.

- c. Personnel Listing. A complete listing of the staff identified in the work plan by job classification, along with their resumes. Each resume shall include the individual's qualifications and experience in the subject area.
- d. Conflict of Interest. Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest.

3. Statement of Qualifications and Work Plan

- a. Qualifications. Please describe your firm's qualifications, experience and capabilities as they pertain to each of the areas of qualifications listed, as well as those of the personnel to be assigned to this project.
- b. Work Plan. Please describe the approach that would be generally followed in undertaking the Scope of Services in Section C above.
- c. Services Expected of the City. Identify the nature and scope of the services that would be generally required of the City in undertaking these projects.

4. Cost Schedule. Proposals shall include a single price for the three- year term of work to be performed in accordance with this RFP, inclusive of all personnel and non-personnel expenses. This price should encompass the entire Scope of Services in this RFP. The City reserves the right to negotiate costs, scope of services, and key personnel based on provider proposals. In order for the City to evaluate the proposed cost, proposers must include for each element in the Work Plan outlined in Section I.3.b. above, the staff, hours, hourly rates and the total cost. Include details generally associated with non-personnel costs as an additional cost section.

Since the City may desire to consider the proposer's experience, qualifications, statement of work, and other aspects of the RFP prior to the Cost Proposal, the Cost Proposal shall sealed in a separate envelope marked "Confidential: Cost Proposal".

Note: The City is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in prices.

5. Information Regarding: Failure to Complete Work, Default and Litigation.

Please respond to the following questions:

- a. Have you ever failed to complete any work awarded to you? If so, where and why?
- b. Have you ever defaulted on a contract? If so, where and why?
- c. Is there any pending litigation which could affect your organization's ability to perform this agreement? If so, please describe.
- d. Has your firm ever had a contract terminated for cause within the past five years? If yes, provide details.
- e. Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.
- f. During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details.
- g. Are there any other factors or information that could affect your firm's ability to provide the services being sought about which the City should be aware?

6. Exceptions and Alternatives. Proposers wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. The City may accept proposals which take exception to any requirements in this RFP, or which offer any alternative to a requirement herein, as well as consider such exceptions and alternatives in evaluating responses. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this Request for Proposals.
7. Additional Data. Any additional information which the proposer wishes to bring to the attention of the City that is relevant to this RFP.

J. Evaluation of Proposals; Selection Process

1. Evaluation Criteria

The following criteria are expected to be among those utilized in the selection process. They are presented as a guide for the proposer in understanding the City's requirements and expectations for this project and are not necessarily all inclusive or presented in order of importance.

- a. Proposed statement of work. Emphasis will be on grasp of the issues involved, soundness of approach and the quality of the overall proposal.
- b. Proposed cost schedule.
- c. Experience, expertise, and capabilities of the proposer. Background, qualifications, and previous experience of personnel to be assigned to the project and their demonstrated competence, experience and expertise in the type of work to be performed. The type of experience, expertise, capabilities, and qualifications desired are outlined in Section B. - Qualifications of this RFP. The City may contact one or more of the organization references listed in Section 1.2.b. of this RFP as part of assessing the experience, expertise and capabilities of the proposers or those selected as the finalist(s).
- d. Time, Project and Cost Schedule. Emphasis will be on the proposer's record with completing tasks and producing the necessary products within required time frames and within budget.

2. Selection Process

The City of Waterbury may elect to have the proposals evaluated by a committee as part of making a selection. If deemed necessary, the City reserves the right to arrange for interviews/oral presentations as part of the selection process, which invitations for interviews may involve a short-listing of the proposals received.

K. 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.

L. Federal, State and Local Employment Requirements

Contractors, if applicable, shall be obligated to fully comply with the attached Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects, i.e. City of Waterbury Ordinances Chapter 34 ("Good Jobs Ordinance"), Federal Davis- Bacon Act, Federal American Recovery and Reinvestment Act of 2009, and the Housing and Urban Development Section 3 Clause, all as further specified in the attached City of Waterbury Contract form. Also attached hereto, is a full copy of the aforesaid City of Waterbury Ordinance, commonly referred to as the "Good Jobs Ordinance".

M. 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.

N. State DAS Requirements for Construction Projects

If applicable, Proposers shall submit with their Proposals their DAS Contractor Prequalification Certificate along with a current Updated Bid/Proposal Statement. In addition, any named Subcontractor whose subcontract value is equal to or greater than \$500,000 shall hold a current DAS Contractor Prequalification Certificate in the closest applicable Classification of the work that the Subcontractor will complete in the contract. The proposer must submit with their proposal, all applicable Subcontractor DAS Prequalification certificates. Any Proposal submitted without a copy of the DAS

Prequalification Certificate and an Updated Bid/Proposal Statement for the proposal and DAS Prequalification Certificates for Subcontractors whose subcontract value is equal to or greater than \$500,000 shall be invalid.

The Successful Proposer and each of its Subcontractors having subcontracts in value equal to or greater than \$500,000 shall maintain and keep current their respective DAS Contractor Prequalification Certificates at all times during the term of the Contract and any warranty period set forth in the Contract Documents.

O. Bid Bond – NOT APPLICABLE

Each Proposal submitted shall be accompanied by a Proposal Security (a Certified Check or Bid Bond) in the amount of **ten (10) percent** of the Total Proposal Price.

P. Performance/Payment Bonds – NOT APPLICABLE

The Proposer to whom a contract is offered, must furnish to the City, if that contract has a total cost greater than \$50,000.00, a 100 percent Performance Bond with a surety, and in a form, acceptable to the City. In the City's sole discretion, it may also require a 100 percent Payment Bond and/or other additional security with a surety, and in a form, acceptable to the City.

Five (5) Attachment A Documents

- ANNUAL STATEMENT OF FINANCIAL INTEREST
- DEBARMENT CERTIFICATION
- CITY OF WATERBURY DISCLOSURE OF OUTSTANDING OBLIGATIONS
- CORPORATE RESOLUTION
- LLC RESOLUTION

One (1) Attachment B Document

- SAMPLE CONTRACT

One (1) Attachment C Document

- ADDENDUM/CERTIFICATION/NOTICE OF ACCEPTANCE

One (1) Attachment D Document

- INSURANCE REQUIREMENTS

Attachment D

Insurance Requirements

Contractor/Vendor shall agree to maintain in force at all times during the contract the following policies and minimum limits and shall name all entities, individuals, etc., identified below as an Additional Insured on a primary and non-contributory basis to all policies, except to those policies expressly excluded below. Additionally, all policies, with the exception of those expressly identified otherwise, shall also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A"VIII.

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

Original, completed Certificates of Insurance must be presented to the City of Waterbury (and the Waterbury Board of Education, if applicable) prior to contract issuance. Contractor/Vendor agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverage altered, 30 days written notice must be given to the City of Waterbury (and the Waterbury Board of Education, if applicable).

General Liability: \$1,000,000 each Occurrence
 \$2,000,000 General Aggregate
 \$2,000,000 Products/ Completed Operations Aggregate

Auto Liability: \$1,000,000 Combined Single Limit each Accident
 Any Auto, All Owned and Hired Autos

Workers Compensation: WC Statutory Limits
 Employer Liability (EL)
 \$1,000,000 EL each Accident
 \$1,000,000 EL Disease each Employee
 \$1,000,000 EL Disease Policy Limits

Excess/Umbrella Liability: \$1,000,000 each Occurrence
 \$1,000,000 Aggregate

Professional Liability/E&O: \$1,000,000 each Wrongful Act
 \$1,000,000 Aggregate

Abuse/Molestation Liability Insurance: \$1,000,000.00 each Occurrence
 \$1,000,000.00 aggregate coverage.

(Applicable to Contractors working directly with Youth/Minors)

Wording for Additional Insured Endorsement and Waiver of Subrogation:

The City Waterbury and its Board of Education is listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability.



Cost Schedule – BCBA (pricing only rev May 23, 2023)

APEX believes the biggest roadblock to a successful school based BCBA and/or RBT program is staff turnover which is much more common than it needs to be. High turnover rates not only impact student progress but bear a huge hidden cost to all parties involved in time and money in recruiting, hiring, onboarding and training multiple times for the same position.

APEX also understands District budgetary constraints that can often-times exaggerate and even promote high turnover rates if not competitive with the current market.

APEX compensates BCBA's fairly and in line with current market trends. Fair compensation, in conjunction with our unique family culture, has resulted in minimal BCBA turnover as evidenced in our Proposal.

Minimal turnover leads to consistency with our District Partners (our most tenured BCBA's have consulted in the same Districts for nearly 5 years) and allows APEX to have confidence that compensation is not a major factor to promote future turnover. Minimal turnover also benefits the District with consistency in staffing, services and (most importantly) knowledge of the students year over year, which plays a major factor in student progress and reducing potential outplacements.

Consistent BCBA Supervision of RBTs also has a major impact on the quality of RBT services. Inconsistent BCBA Supervision or the typical revolving door of BCBA's working with a RBT is far too common in schools and leads to a) RBT turnover b) poor quality of RBT service or c) RBTs working outside the BACB code of ethics and (with the best of intentions) making BCBA decisions they are not qualified to make. None of these scenarios benefit the student.

NOTE (05/23) BCBA pricing not to be more than 2% lower than the highest awarded bid (if higher than ours)

2023/2024

Board Certified Behavior Analyst: \$110.00/hour (was \$115.00/hr)

2024/2025

Board Certified Behavior Analyst: \$113.00/hour (was \$118.50/hr)

2025/2026

Board Certified Behavior Analyst: \$116.50/hour (was \$122.50/hr)

We feel that staffing all eight (8) BCBA's by Year 3 of the Proposal is not an unreasonable goal given our focus on quality service and demonstrated track record of attracting and retaining top BCBA talent. APEX expects (and is ready) to be continuously recruiting, hiring, training and onboarding new BCBA staff over the course of the 3-year agreement to meet the needs of Waterbury Public Schools. The rates above include all associated and ongoing costs as it relates to sourcing, recruiting, interviewing, hiring, background checks, onboarding and expensive facilitation time by owners and BCBA's weekly to support RBT Training Academies. The rates also include investments in time tracking technology, additional CPR and PMT training and additional insurance coverages required by the RFP. The rates also include unlimited and immediate access to APEX Owners for any reason.

APEX has priced a conservative 3% increase year over year which may be well below actual inflationary increases but should allow for continued investment in all areas noted above as well as continuity and consistency in staffing from year to year to help partially absorb expected rising wages and 20%+ health benefit cost hikes.

2023

Proposal

RFP 7610

Board Certified Behavior Analyst Services



Mailing Address

95 Main Street, STE 2
East Hampton, CT 06424

Learning Center (ABA Clinic)

98 S Turnpike Road
Wallingford, CT 06492



April 10, 2023

Mr. Kevin McCaffrey
Director of Purchasing
City of Waterbury
235 Grand Street, Room 103
Waterbury, CT 06702

APEX Educational Solutions, LLC (APEX) is pleased to submit the following proposal for consultative and behavioral intervention services to Waterbury Public Schools.

APEX is quickly becoming one of Connecticut's premier providers of effective and efficient school-based consultation and intervention services. While we are a relatively new company (since 2016), our commitment to student success, training practices, and meaningful collaboration is unparalleled. We are goal oriented individually and collectively, and pledge to work diligently to support student growth and Waterbury Public School district initiatives.

APEX is comprised of experts in the field of education, including School Psychologists, Special Education teachers and Board Certified Behavior Analysts (BCBAs). We are seasoned professionals and we have worked in both public and private education school settings. We have extensive experience collaborating with school-based special education staff to provide high quality, specially designed instruction of sufficient intensity, so each student has the opportunity to achieve to a high standard. To date, APEX has demonstrated the ability to continually meet the changing needs of our District partners over multiple years, as evidenced by numerous multi-year partnerships in our 7-year history. Thank you for considering our proposal. We are excited about the potential for a partnership with Waterbury Public Schools.

Best Regards,

A handwritten signature in black ink, appearing to read "J. Doane", with a stylized flourish at the end.

Cofounder, CFO
APEX Educational Solutions
860-574-3138
jdoane@apexeducationalolutions.com



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Proposer Information:

- a) Firm Name: APEX Educational Solutions, LLC
- b) Permanent Main Office Address: 95 Main Street; STE 2, East Hampton, CT 06424 (Mail); 98 S Turnpike Road, Wallingford, CT 06492 (Learning Center – ABA Clinic)
- c) Date Firm Organized: March 4, 2016
- d) Legal Form of ownership: LLC
- e) APEX Educational Solutions has been engaged in ABA school consulting services for seven plus (7+) years
- f) APEX Educational Solutions is a local family run and family-owned agency with Founders/Owners highly engaged in the day-to-day success of the districts, students, families and children serviced. Founders/Owners are Andrew Moyer, Megan Moyer, Jase Doane and Melissa Doane

Founders/Owners:

Andrew R. Moyer, NCSP, BCBA, LBA

Cofounder, President and Consultant

Andrew R. Moyer is a Nationally Certified School Psychologist and Board-Certified Behavior Analyst.

Prior to co-founding APEX Educational Solutions, LLC, Andrew practiced in both public and private special education school settings as a school psychologist, BCBA and an administrator, working with diverse populations. These populations included regular education students, as well as students receiving services under special educational diagnoses, such as autism, intellectual disabilities, emotional disturbance, language impairment, specific learning disabilities and ADHD.

In addition to providing direct services to students, Andrew has also consulted with public schools, assisted with program development and has conducted professional development sessions for the purposes of staff training and skill development.

Megan Moyer, MS

Consultant

Megan Moyer has over 10 years of experience as a school psychologist in the public school setting. She is a highly organized individual with extensive experience consulting with parents, teachers and other service providers to implement appropriate educational programming. Megan is skilled in assessing behavioral issues, as well as designing and implementing programs

to help children remediate behavioral difficulties so they can access the general education curriculum in a meaningful way. Megan has participated as a member of Scientific Research Based Intervention (SRBI) teams, where she worked with school staff members to review data and assist in determining when students moved from Tier 3 support to special education eligibility evaluations.

Megan is well versed in the assessment of learning disabilities, social/emotional issues and intellectual disability. She has provided individual and group counseling to students with social and behavioral issues to help them learn strategies to become more successful in the classroom.

Helping parents understand the special education process and their rights is a passion of Megan's. As a member of the Planning and Placement Team (PPT), Megan has been responsible for coordinating PPT meetings and assuring compliance to state guidelines with respect to eligibility, timelines and special education law.

Providing mentoring and guidance to graduate students in assessment, counseling and intervention, Megan has been a supervisor to individuals training to become school psychologists. Megan graduated from St. Lawrence University and attended the Counseling and School Psychologist program at Southern Connecticut State University, where she received her Masters degree and 6th Year Professional Diploma.

Jase Doane

Cofounder, Chief Financial Officer

Jase Doane has managed various business divisions for a Fortune 150 company in the specialty chemicals industry, both domestically and abroad (Europe).

As a business leader and consultant, Jase understands that a successful business needs to deliver sustainable value to its customers and clients. At APEX Educational Solutions, this value is created through innovative educational techniques and tireless focus on the success of each student.

Jase graduated from the University of Connecticut with a Bachelor of Science in Business Administration and his core competencies include team leadership, talent development and financial management.

Melissa Doane*Office Manager*

Melissa has previously worked in the Marketing field as both a Marketing Specialist and Product Manager in the specialty chemical and plastic fastener industries. In these roles, Melissa developed the tools necessary to lead cross-functional teams, execute successful and cost-effective marketing campaigns and provide administrative support as needed to reach company goals.

As budgets continue to be squeezed from all directions, Melissa's resourcefulness in collaboration and communication strategy is a critical driver in the overall APEX philosophy of delivering higher quality, lifelong student learning experiences at an overall lower cost. Melissa graduated from Merrimack College in North Andover, MA with a Bachelor of Liberal Arts in English.

Philosophy Statement and Business Focus:

APEX Educational Solutions (APEX) was founded seven (7) years ago with the simple mission of reducing the number of public-school outplacements by working in partnership with school district administration to develop programming, training and professional development initiatives for school staff to acquire the skill sets and knowledge needed to keep their most behaviorally challenged students in district. The end result is more students learning in their Least Restrictive Environment (LRE) with access to their peer groups while saving our district partners many millions of dollars in reduced outplacement tuition, transportation and other extraneous costs.

The APEX journey started in 2016 with a single District contracting with APEX and Cofounder Andrew Moyer, NCSP, BCBA, LBA for BCBA consulting hours. Today, we have nine (9) BCBA's on staff consulting in numerous school districts across the state.

APEX aims to make a difference in students' lives by untapping their fullest learning potential in the least restrictive environment. At APEX, we pride ourselves in being a workplace that works hard, has fun, and makes a difference with our clients and stakeholders each day by providing A+ quality services. We believe in:

- **Continuous Improvement** – Both for our own professional development and for the services we provide our clients and the students we interact with, becoming an ever-better version of ourselves is important to the very core of APEX Educational Solutions. Our team members' willingness to learn, improve and innovate constantly is an important part of our vision.

- **Rolling Up our Sleeves** – APEX administration and BCBAs do not ask their frontline staff to engage in any activities that we are not willing to engage in. No one is above lending a helping hand and ensuring what needs to get done to achieve success.
- **Transparency** – We believe in being honest with our clients, students, families, teachers and with ourselves. Our agency culture and willingness to be open, trusting, and truthful in all agency dealings is core to our mutual success.
- **Creativity** – Our clients rely on our ability to be creative, to think “outside of the box”, and to deliver winning solutions. APEX Educational Solutions, strives to provide creative ideas and solutions to satisfy client needs and to help our services reach those who need assistance most.
- **Excellence** - Our work is our art, and we demonstrate attention to detail, have pride in what we do, while delivering the highest quality service for every client we work with each day.
- **Experiences** – Learning by experience is the way we grow. While no practice is perfect, we are not afraid of failure if we are trying new things that we feel will be in the best interest of those we work with while learning from our results and always moving forward. We push ourselves to try new things both personally and professionally, and share lessons learned amongst our team.

Providing behavior analytic services through both our BCBAs and RBTs is a team-based approach. APEX has selectively chosen their employees, including BCBAs, to fit well with our mission, vision, and culture. Moreover, the BCBAs at APEX were selected, in part, on their backgrounds and relative work experiences. We employ BCBAs with backgrounds in special education, communication disorders, school psychology, clinical backgrounds, Autism, and experimental behavior analysis. Our staff have honed their craft by working in public schools, private special education schools, residential facilities, group homes, learner homes, and in community based services. APEX feels that the diverse backgrounds and experiences of our BCBAs provides a well-rounded and supportive team that allows our collaborative approach to deliver top quality behavior analytic services.

APEX’s primary business focus is to provide the best possible behavior analytic services to students and stakeholders at a fair and cost-effective rate. APEX administration and employees have a mutual respect for each other and part of that is paying a fair wage to our employees based on their experiences, expertise, and overall work performance. This allows us to maintain respectful and trusting relationships and reduces the overall turnover of staff that plagues so many other agencies.

Summary of Relevant Experience

APEX has worked with more than 20 districts and/or schools across the State since inception in 2016. These include small BCBA consulting projects (ex. FBA, school refusal, maternity leave coverage, and outside evaluations) to large RBT Programs supervision programs, as well as in-district classroom partnerships with APEX only staffed classrooms. Most District partnerships last many years based on the quality of our work and our transparent and Owner-led communication approach with administration.

Currently active partnerships value at over \$50,000:

North Haven Public Schools

Ms. Jen Stewart

Director of Student Services

5 Linsley Street

North Haven, CT 06473

Phone: 203 239-2581

stewart.jen@northhavenschools.org

APEX provides 15 RBTs in District from the Elementary schools to the High School including two (2) APEX RBT only staffed classrooms (no para's). APEX also provides 40-60 BCBA consulting hours/week.

Dates of Service: September 2017 – present (5+ years)

Services completed on time and within budget each year

RBTs in District: 15 (estimated same for 2023/2024)

Amount of current contract: Approximately \$1,000,000

Wallingford Public Schools

Ms. Aimee Turner

Assistant Superintendent of Special Education

100 S Turnpike Road

Wallingford, CT 06492

Phone: 203-294-5946

aturner@wallingfordschools.org

APEX was called on early this school year as current district providers were having RBT staffing issues to start the school year. APEX quickly provided five (5) RBTs (elementary, middle school and high school). APEX also provides 25-30 BCBA consulting hours/week.

Dates of Service: December 2022 – present (3 months)

Services completed on time and in budget
RBTs in District: 5 (estimated at 10 in 2023/2024)
Amount of current contract: Approximately \$300,000 (run rate)

Enfield Public Schools

Ms. Julie Carroll
Director of Pupil Services
1010 Enfield Street
Enfield, CT 06082
Phone: 860-253-4709
jcarroll@enfieldschools.org

APEX provides 50-60 BCBA consulting hours/week.

Dates of Service: September 2018 – present (4+ years)
Services completed on time and in budget
Amount of current contract: Approximately \$250,000

Bozrah Public Schools

Ms. Laura Zurell
Director of Student Services
8 Bozrah Street Extension
Bozrah, CT 06334
Phone: 860-887-2561 x 143
lzurell@bozrah.org

APEX provides 18 BCBA consulting hours/week and previously provided two (2) RBTs before the District decided to hire RBTs on their own from internal para staff. APEX trained the Bozrah RBT staff to certification through the APEX RBT Training Academy.

Dates of Service: August 2021 – present (wrapping year 2)
Services completed on time and in budget
Amount of current contract: Approximately \$75,000

Salem Public Schools

Mr. Jim Moriarty
Director of Student Services
200 Hartford Road
Salem, CT 06420
Phone: 860-859-3988
jmoriarty@salem.cen.ct.gov

APEX provides 12 BCBA consulting hours/week and just added an RBT in March 2023 per District request.

Dates of Service: September 2017 – present (5+ years)

Services completed on time and in budget

Amount of current contract: Approximately \$75,000

Sprague Public Schools

Ms. Brynn Lipstreu

Director of Pupil Personnel Services

25 Scotland Road

Baltic, CT 06330

Phone: 860-822-1347 x228

blipstreu@spraguek12.org

APEX provides 6 BCBA consulting hours/week and had an RBT in District all school year until pre-planned phase out of the RBT in March 2023.

Dates of Service: August 2021 – present (wrapping year 2)

Services completed on time and in budget

Amount of current contract: Approximately \$50,000

In the past three (3) years, APEX has provided (or currently provides) BCBA and/or RBT support to:

- Stafford Public Schools
- Granby Public Schools
- Oxford Public Schools
- Preston Public Schools
- The Children's Center of Hamden
- Tolland Public Schools
- Montville Public Schools
- Shelton Public Schools
- Plymouth Public Schools

All work is completed within budget and on time and APEX has previously had no contracts or purchase orders with any agency of the City of Waterbury.

Personnel Listing – BCBAs (9 Total)

Below is a listing of APEX BCBAs along with start date and tenure with APEX. Also attached are resumes on file for each of the staff at the time of hire. **In the past three (3) years, APEX has had only two (2) BCBAs leave the organization; 1 for a new opportunity and 1 moved out of state.**

Many APEX BCBAs work in multiple Districts in a given week and all BCBAs listed below are currently working in other Districts or at the APEX Learning Center in Wallingford. **APEX does NOT certify that the personnel listed below will actually be assigned to Waterbury based on current assignments and agreements with other Districts and clients of responsibility.** Some of these BCBAs may transition to Waterbury while others would be new hires recruited to APEX standards.

<u>NAME:</u>	<u>START DATE:</u>	<u>DURATION:</u>
Andrew Moyer (Cofounder, BCBA)	03/16/2016	7 years, 1 month
Ashley Wulinsky (BCBA)	9/26/2018	4 years, 6 months
Allison Fisher (BCBA)	1/2/2019	4 years, 3 months
Lyndsay Roscoe (BCBA)	9/25/2020	2 years, 6 months
Ashley Haynes (BCBA)	5/7/2021	1 year, 10 months
Chayna Aldi (BCBA)	7/26/2021	1 year, 8 months
Erin Dyett (BCBA)	8/9/2021	1 year, 7 months
Cristina DiBacco (BCBA)	12/30/2021	1 year, 3 months
Eric Rapuano (BCBA)	7/25/2022	8 months
Stephanie Villeda-Schaedler (BCBA)	1/16/2023	2 months

APEX Educational Solutions has no business, financial, personal or other types of relationships which may pose a conflict of interest.

Statement of Qualifications and Work Plan

Qualifications:

1. APEX has demonstrated the ability to successfully provide school district's BCBA support locally for many years. APEX BCBAs work with teaching staff, related service staff, and administrators to develop appropriate programming for students via assessment and development of IEPs. APEX BCBAs monitor programming for progress and programmatic decision-making purposes.
2. APEX has demonstrated the ability to quickly service the immediate needs of a new District partner. APEX has the staff and capacity to help districts out with maternity leaves, consultation, and in-home consultation in a timely fashion. APEX has worked with many districts on creating plans for students who demonstrate reluctance or refusal to attend school with positive reintegration results.
3. In conjunction with feedback and data from our District partners, **we estimate we are currently savings Districts between \$2 million and \$3 million per year** in reduced outplacements while also increasing the number of students being brought back from out of district. To date, one school district has not outplaced any students due to our interventions.
4. APEX has demonstrated the ability to continually meet the changing needs of our District partners over multiple years as evidenced by numerous multi-year partnerships in our 7-year history including 5+ years in North Haven and Salem and 4+ years in Enfield.
5. APEX has demonstrated the ability to reduce BCBA turnover by anticipating market trends and meeting the needs of the changing macro environment as evidenced by the tenure shown on our employee personnel listing.
6. APEX BCBAs are an integral part of our training of APEX BT and RBT staff. Our BCBAs have conducted more than a dozen internal RBT Training Academies in the past 3+ years to ensure a hands-on and meaningful approach to the RBT Training process resulting in more effective technicians providing quality service more quickly in the actual workplace. Some of our RBTs have moved on to become BCBAs with us. We are confident in hiring internally for our BCBA needs as we are confident in the training that has been provided to them.

7. APEX ensures that all BCBA staff are compliant with all relevant laws and regulations (including IDEiA) and adhere to the BACB code of ethics. APEX BCBA's will be available to work 181 school days with students in accordance with the Waterbury Public School calendar for 7.5 hours each day of RSY and 20 days for 5.5 hours each day for ESY. In addition, APEX BCBA's will develop and provide 5 full days of professional development. Depending on the size of the program, APEX will work towards having a sub(s) available to cover any staff absences.
8. APEX sponsors in-house CPR training at least once a year for all staff and will communicate CPR training dates and training status of all staff working in Waterbury Public Schools. Our in-house CPR training also includes instruction on the use of AEDs.
9. APEX is credentialed to provide in-house PMT Training and will communicate PMT Training dates and training status of all staff working in Waterbury Public Schools. APEX has recognized the importance of frequent drill and practice of de-escalation and physical management techniques and offers individualized training as required or on an as-needed basis. If Waterbury Public Schools utilizes a different physical management system then it is requested the District provide training to APEX staff.
10. APEX currently conducts criminal background checks, DCF Registry checks, DDS Registry checks and Public Act 16-67 checks on all new hires. APEX also coordinates with Districts that require fingerprinting and will coordinate with Waterbury Public Schools if required. APEX does not currently require drug screening but will coordinate with Waterbury Public Schools if required.
11. APEX requires all new employees to complete Mandated Reporter training (yearly), and Sexual Harassment training.
12. APEX BCBA's will provide timely, accurate and complete reports and documentation as requested by Waterbury Public Schools staff.
13. APEX will invoice Waterbury Public Schools monthly with transparent backup documentation that meets the needs of the District.
14. APEX is fully transparent in its hours tracking and never bills for hours not worked. APEX will research and invest in an electronic system for verifying hours and present options to Waterbury Public Schools for mutual approval on a system that meets both the needs of APEX and Waterbury Public Schools.

15. APEX is a local family owned and family run Agency with Owners actively involved in the day-to-day operations providing District administration direct and quick access to decision makers for immediate problem solving and opportunity engagement.
16. APEX has attached numerous letters of recommendation from various Districts over the years in conjunction with the enclosed current client contact list (see pages after Additional Data below).

Work Plan – Scope of Services

1. APEX will meet with district representative(s) to determine caseloads/workloads of the BCBAs. The BCBAs will review relevant educational records including IEPs, FBAs, and BIPs and meet with teaching staff and related service professionals to develop appropriate and meaningful programming.
2. APEX will appoint (or hire) a Program Manager specific to the Waterbury Public Schools program who will manage the time-consuming and complicated internal details of sourcing, interviewing, hiring, training and onboarding quality candidates through the APEX process. The Program Manager will also be responsible for managing BCBA credentials, attendance, performance, training, supervision and conduct. The Program Manager will be in continuous communication with Waterbury Public Schools as it relates to staffing progress in relation to identified staffing gaps and areas of need as well as performance of existing staff.
3. The APEX Program Manager and President will meet with APEX BCBAs placed in Waterbury Public Schools monthly to review cases, review progress, problem solve, celebrate successes, and have peer-to-peer supervision meetings.
4. The APEX President and Program Manager will perform on-site observations of their staff to ensure APEX's high expectations, as well as district expectations are being met. These observations will also inform bi-yearly performance reviews and any necessary corrective actions.
5. The APEX President and Program Manager will meet with district administration (in person or virtually) on a monthly basis for updates, progress monitoring, and feedback regarding the BCBA services being provided.

6. APEX will work with Waterbury Public Schools to understand the reporting requirements for Medicaid billing services and assist in training all BCBA staff.
7. APEX Cofounders and Owners Andrew Moyer, NCSP, BCBA, LBA and Jase Doane will also be available on short notice to immediately address any concerns with any aspect of the APEX program and/or to act on strategic opportunities of need to Waterbury Public Schools.

Additional Information: Failure to Complete Work, Default, Litigation

- a. APEX has never failed to complete work awarded.
- b. APEX has never defaulted on a contract.
- c. APEX is not subject to any pending litigation.
- d. APEX has never had a contract terminated for cause.
- e. APEX has never been named in a lawsuit related to errors and omissions.
- f. APEX has never filed for bankruptcy.
- g. APEX is not aware of any factors that could affect ability to provide services in this RFP.

Exceptions and Alternatives

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Additional Data

Collaborative BCBA Support

APEX BCBA's all have school-based consulting experience and APEX has very little BCBA turnover (our most tenured BCBA's have been with APEX nearly five 5 years). APEX fosters a collaborative clinical environment internally and the entire roster of APEX BCBA's may be in supporting roles of the Waterbury RBT Program either directly or indirectly.



NORTH HAVEN PUBLIC SCHOOLS

Administrative Offices • 5 Linsley Street • North Haven, Connecticut 06473 • Telephone (203) 239-2581

April 13, 2018

Dear Andrew,

I just wanted to express our appreciation for your work with us in North Haven on some rather complex cases, both in- and out-of-district. Your assessment of students, programming, and behavioral/social/emotional needs has been invaluable to our teams. Most notably, you ask a variety of questions and pose situations to the team, including the parents, to be sure your assessments are thorough and viewed from all perspectives. Admittedly, you have picked up on details that even I have missed in considering student evaluations. This has resulted in reports that I feel confident presenting at PPTs based on your gathering of both quantitative and qualitative data.

I appreciate your level of professionalism while also relating to parents and staff. You have helped us maintain relationships that may have otherwise soured while being honest and upfront with all involved. We appreciate the time you take to ensure the team understands your work in a way that they can operationalize to implement programming recommendations.

We look forward to a continued relationship with you and Apex Educational Solutions.

Best,

Dana Corriveau
Director of Student Services



Steven Carvalho

Director of Pupil and Special Education Services

601 Matianuck Avenue • Windsor, CT 06095

EMAIL | scarvalho@windsorct.org TEL | 860-687-2000 EXT 238 FAX | 860-687-2099 WWW.WINDSORCT.ORG

April 23, 2018

To Whom It May Concern,

I write this letter of recommendation on behalf of APEX Solutions. Over the last 3 years, I have had the pleasure of working with Andrew Moyer and his staff. APEX Solutions has been instrumental assisting the district with examining our special education services for our preschool students who receive discrete trial instruction. Andrew's program evaluation led to instructional and social-emotional-behavioral programmatic changes that enhanced our special education teachers practice and classroom environment. Andrew has also consulted on other complex cases where he has demonstrated keen insight about the student's learning profile and possible school recommendations.

One of Andrew's strengths is his collaborative manner. He is respectful listening to the suggestions of others while simultaneously providing meaningful and appropriate recommendations to meet students' needs. He offers a wonderful sense of humor during situations that can be stressful or highly anxious. Andrew's professional experience as a school psychologist as well as educational leader in a state approved private placement is invaluable for he understands the landscape and inner workings of school systems. Andrew's knowledge of special education is stellar for I am advocating to increase his level of expertise by working with specific schools in our district for the 2018-2019 school year.

Please feel free to contact me if I can be of any other assistance.

Respectfully,

A handwritten signature in blue ink that reads 'Steven Carvalho'.

Steven Carvalho
Director of Pupil & Special Education Services
Windsor Public Schools



SALEM SCHOOL DISTRICT

Joseph Onofrio II
Superintendent of Schools

Donna T. Gittleman
Director of Student Services

Kim Gadaree
Business Manager

April 24, 2018

To Whom It May Concern:

I am pleased to provide you with the highest recommendation for Andrew R. Moyer, NCSP, BCBA and APEX Educational Solutions, LLC as a service provider for your district.

The district was seeking to contract with a BCBA for the 2017-2018 school year and Andrew Moyer was recommended by a director from another district. My initial contact with APEX was met with a timely and professional response. Andrew took the time to understand the needs of the district and developed a proposal specifically designed to meet the unique needs of our students.

Andrew's impact in the new school year was immediate. He is able to observe a situation with keen insight that looks not just at student behavior but also the actions of the adults in the environment. Most important, Andrew is hands on when modeling appropriate interventions for staff. The resulting changes in student (and adult) behavior has been remarkable and has enabled us to maintain students in district effectively and appropriately.

In addition to consultation services in the school setting, Andrew has provided in home training for families who are struggling with managing student behavior.

Andrew has conducted several Functional Behavior Assessments for students. His reports are thorough and timely: resulting Behavior Intervention Plans are user friendly, manageable and effective. He is quick to respond to emails and provide additional suggestions, insights or encouragement.

The district is involved in several potentially litigious cases at this point. While reviewing the details of these cases with the district attorney, when asked who the district's star witness would be, my immediate response was "Andrew Moyer".

Andrew is also diligent in keeping me informed of concerns and potential problems. He is highly confidential in all communications. I cannot stress enough how pleased I am with the services offered through APEX Educational Solutions, LLC and know you will not be disappointed should you choose them as a provider.

Please do not hesitate to contact me with any additional questions.

Sincerely,

Donna Gittleman
Director of Student Services



ENFIELD PUBLIC SCHOOLS ADMINISTRATIVE OFFICES

1010 ENFIELD STREET • ENFIELD, CONNECTICUT 06082
TEL: 860.253.6500 • FAX: 860.253.6510

October 2, 2019

To Whom It May Concern:

It is a pleasure to write this letter of recommendation for Andrew Moyer, NCSP, BCBA, of APEX Educational Solutions, LLC.

The Enfield Public Schools has contracted with APEX Educational Solutions since the Fall of 2018 for consultation and evaluation services. Consultation sessions include a focus on programming for individual students, as well as all aspects of specialized program development, including the development of the Eagle Academy, a new academic and therapeutic program in our district. In addition, Andrew and his associates complete many functional behavior assessments and behavior intervention plans for our students.

I have found Andrew and his staff to be highly knowledgeable, professional, collaborative, and responsive to the individual needs of students, staff, and families throughout the district. APEX consultants consistently provide guidance and training for staff that is specific and appropriate to each particular student and setting. In addition, Andrew has provided formal professional learning sessions throughout the school year for varied audiences in district including general education teachers, special education teachers, psychologists, social workers, administrators, and other school employees. The feedback from these professional learning sessions has been very positive, with staff indicating that they would welcome additional time for learning with Andrew and his associates from APEX Educational Solutions.

Andrew is always exceptionally well-prepared for professional learning events, PPT meetings, and consultation sessions. His insight and skillset are outstanding and evident as he presents and explains his observations, data, assessments, and behavior intervention plans during informal meetings and PPT meetings. Andrew's input and guidance continue to be a valuable resource to our district, and I look forward to our continued partnership with APEX Educational Solutions, LLC.

Please do not hesitate to contact me with any questions.

Sincerely,

Julie Carroll
Director of Pupil Services



**Tolland Public Schools
Director of Pupil Services**

Tolland High School
1 Eagle Hill
Tolland, CT 06084

Patricia A. Hess

Office: (860) 870-6818 X 6
Cell: (860) 836-0766
Fax: (860) 870-6837
Email: phess@tolland.k12.ct.us

January 27, 2020

To Whom It May Concern,

Recently the Tolland Public schools contracted with APEX Educational Solutions, LLC for BCBA services, while a staff member was on leave. We were very pleased with the relationship and services from APEX.

The BCBA was professional and skilled in collaboration. She presented at PPT's and Case Reviews with explicit and precise language that informed our teams. She worked with staff and students to deliver and implement Behavior Intervention Plans that met the needs of our students within their school environment. Under her guidance students demonstrated great success!

APEX was easy to work with and quickly responded to our growing needs. We found them reliable and skilled. It is without reservation that I recommend APEX.

Sincerely,

Patricia Hess
Director of Pupil Services



Thank you for the opportunity to present
this Proposal!

LIMITED LIABILITY COMPANY RESOLUTION

I, Melissa Doane, hereby certify that I am the duly authorized and acting Member / Manager (circle one) of APEX Educational Solutions, a limited liability company organized and existing under the laws of the State of Connecticut, do hereby certify that the following facts are true and were taken from the records of said LLC.

The following resolution was adopted at a meeting of the LLC duly held on the 6th day of June, 2023.

"It is hereby resolved that Jase Doane 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 ^{affix my signature} ~~set my hand and affix the~~ company seal of said APEX Educational Solutions LLC this 6th day of June, 2023.

Melissa Doane
Manager/Member

(L.S.)

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #14.16

June 13, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve Amendment One (1) to the Professional Services Agreement with Imagine Learning LLC to provide on-line learning systems subject to any non-substantive changes approved by the Corporation Counsel's office.



MEMORANDUM

TO: Board of Education
Board of Alderman

FROM: Nyree Toucet, Director of College and Career Readiness

DATE: June 7, 2023

RE: Amendment to extend current contract with Imagine Learning Inc

EXECUTIVE SUMMARY

The Department of Education respectfully request that the contract with Imagine Learning, Inc. be extended to continue services per the renewal contract. Imagine Learning Inc., has been the Waterbury Public Schools online learning system for many years which is a contract for the purpose of providing site licenses for unlimited access to its online learning system for grades 6-12. The courses/content include core credit recovery, electives, world languages, Advanced Placement, test prep, including enhanced CTE courses. The contract will also include professional development for staff, consulting, and support with the Imagine Learning, Inc. program for the duration of the contract, July 1, 2023 through June 30, 2026.

The term of this contract is upon signature of all parties and will continue until June 30, 2026. Imagine Learning Inc. is a sole source that will be funded year 1 by the Department of Education's ESSER grant, and years 2 and 3 will be funded by Alliance for a total three-year agreement amount of \$643,467.13

The aforementioned services are consistent with the scope of the previously signed agreement between the City of Waterbury and Imagine Learning, Inc. and has been approved by purchasing under Section 38.073

AMENDMENT #1
to
PROFESSIONAL SERVICES AGREEMENT
(RFP No. 6497)
for
Online Learning System Provider
between
The City of Waterbury, Connecticut
and
Imagine Learning LLC

THIS AMENDMENT #1 ("Amendment 1"), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (hereinafter the "City"), City Hall, 235 Grand Street, Waterbury, Connecticut and IMAGINE LEARNING LLC, (hereinafter "Contractor"), having a mailing address of 8860 East Chaparral Road, Suite 100, Scottsdale, Arizona (jointly referred to as the "Parties" to this Amendment 1).

WHEREAS, the City entered into an Agreement with Edgenuity Inc. effective on July 30, 2020 for an Online Learning System (the "Agreement" or "Contract"); and

WHEREAS, Edgenuity Inc. and Contractor and the City entered into an Assignment and Assumption Agreement between Edgenuity Inc. and Contractor in which Edgenuity Inc. assigned and transferred to Contractor all of its rights, title interest, responsibilities, obligations, benefits and burdens in the Agreement to Contractor effective on December 31, 2021; and

WHEREAS, in accordance with Section 23 of the Agreement, the Parties hereby wish to amend the Agreement to extend the term of the Agreement and to provide additional compensation consistent therewith; and

WHEREAS, a portion of the City's expanded purchases under this Amendment 1 will be funded by monies received by the City pursuant to the funding provisions of the Elementary and Secondary School Emergency Relief Fund funded under the Federal Coronavirus Response and Relief Supplemental Appropriations Act 2021, signed into law December 27, 2020 (ESSER 11 Fund) or pursuant to the American Rescue Plan Act Elementary and Secondary School Emergency Relief Fund (ARP ESSER or ESSER III) signed into law March 11, 2021.

NOW THEREFORE, THE PARTIES AGREE TO AMEND SAID AGREEMENT AS FOLLOWS:

1. **Section 7 of the Agreement shall be amended as follows:**

7. Contractor shall provide all licenses, work and services as required under this Agreement during the initial term commencing July 1, 2020 through June 30, 2023 ("Initial

Term”). Contractor shall provide all licenses, work and services as required under this Agreement during the second term commencing July 1, 2023 through June 30, 2026 (“Second Term”).

7.1. Time is and shall be of the essence for the provision of all training and other services provided herein. Contractor further agrees that the services shall be provided regularly, diligently, and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract Time stated above. It is expressly understood and agreed, by and between Contractor and City, that the time for providing said services is reasonable. Contractor shall be subject to City imposed fines and/or penalties in the event the Contractor breaches the foregoing dates.

2. **Section 8.1 "Fee Schedule" of the Agreement shall be amended to add the following additional terms of compensation:**

The fee payable to Contractor for the Second Term of this Agreement shall not exceed **Six Hundred Forty-Three Thousand Four Hundred Sixty-Seven Dollars and Thirteen Cents (\$643,467.13)** as follows:

- 8.1.4. Year 4, July 1, 2023 – June 30, 2024
Two Hundred Fourteen Thousand Four Hundred Eighty-Nine Dollars and Four Cents.....(\$214,489.04)
- 8.1.5. Year 5, July 1, 2024 – June 30, 2025
Two Hundred Fourteen Thousand Four Hundred Eighty-Nine Dollars and Four Cents.....(\$214,489.04)
- 8.1.6. Year 4, July 1, 2025 – June 30, 2026
Two Hundred Fourteen Thousand Four Hundred Eighty-Nine Dollars and Five Cents.....(\$214,489.05)

3. **Subsection 13.3.2 of the Agreement shall be amended to include required ESSER provisions. As such, Subsection 13.3.2 is hereby deleted in its entirety and replaced with the following:**

13.3.2. The Contractor is aware of and shall comply with the provisions of both the Federal Davis-Bacon Act, the Federal American Recovery and Reinvestment Act of 2009, the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 and the American Rescue Plan Act as those may apply. The specified Acts and the provisions of all Acts from which funding for this Agreement is derived are hereby incorporated by reference and made part of this Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act (ARRA) provides that Federal wage rates apply to all ARRA funded contracts regardless of the contract’s dollar value. The Coronavirus Response and Relief Act of 2021 governing ESSER II funding and the American Rescue

Plan Act governing ARPA ESSER funding also provide that Federal wage rate laws apply to contracts funded under those legislative enactments.

This Agreement is subject to 2 C.F.R. Part 180, OMB Guidelines to Agencies on Government Debarment and Suspension and the U.S. Treasury Department is implementing regulations set forth at 31 C.F.R. Part 19 Government Debarment and Suspension.

4. Other than as set forth herein, all other terms, conditions and provisions of the Agreement effective July 30, 2020, shall remain in full force and effect and binding upon the Parties.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto execute this Amendment #4 on the dates signed below.

WITNESS:

CITY OF WATERBURY


By: _____
Neil M. O'Leary, Mayor

Date: _____

WITNESS:

IMAGINE LEARNING LLC

 _____

By:  _____

Print Name: Leslie Sobon

Carol Delia

Date: 06/05/2023

**CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2022)
Persons or Entities Conducting Business with the City**

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City

☐

Imagine Edgenuity (Courseware) 6-8

(Service or Commodity Covered by Contract)

July 1, 2020 - June 30, 2023

(Term of Contract)

*The City has been a partner with Imagine Learning (f/k/a Edgenuity)
since August 2014. See the following page for a summary of purchase orders.

Imagine Edgenuity (Courseware) 9-12

(Service or Commodity Covered by Contract)

July 1, 2020 - June 30, 2023

(Term of Contract)

MyPath (Legacy)

(Service or Commodity Covered by Contract)

December 1, 2022 - November 30, 2023

(Term of Contract)

**CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2022)
Persons or Entities Conducting Business with the City**

B. Purchase Order(s).

No Purchase Order(s) with the City

☐

Digital Library Site License (PO# 205017 / Invoice #864073)

(Service or Commodity Covered by Purchase Order)

09/21/2022

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2022)
Persons or Entities Conducting Business with the City

II. Financial Interest Disclosure

(Public Officials, Employees or Board and Commission Members with interest in
Person or Entity Conducting Business with the City)

**No Officials, Employees or Board and Commission Members with
Financial Interest**

☒

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §39.061 of the Code of Ordinances.

2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 39 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 39.101 of said Code.

3. I understand that I must file with the City Clerk, within fifteen (15) days following any reportable occurrence, any amendments to the Annual Statement.

I have read and agree to the above certification.

Imagine Learning LLC

(Name of Company, if applicable)



Signature of Individual (or Authorized Signatory)

12/13/2022

Date

Kelly Staniec, Vice President, Controller

Print or Type Name and Title (if applicable)

DELIVERED

| By Mail

☒

Hand-Delivered

☐

**City of Waterbury Certification
Regarding
Debarment, Suspension, Ineligibility and Exclusion**

If the transaction is Federally funded, in whole or in part (including pass through grants to state and/or municipal government), this certification is required by the regulations implementing one or more Presidential Executive Orders. If this transaction is funded by the State of Connecticut, in whole or in part, this certification is required in accordance with one or more State of Connecticut general statutes.

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal, State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended,

declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.

7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

- (1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.
- (2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

Full Legal Name and address of Recipient, Vendor, or Contractor:

Imagine Learning LLC
8860 East Chaparral Road, Suite 100
Scottsdale, AZ 85250

Print Name and Title of Authorized Representative:

Kelly Staniec, Vice President, Controller

Signature of Authorized Representative:



Date: 12/13/2022

OFFICER'S CERTIFICATE
of
IMAGINE LEARNING LLC

The undersigned, being a duly authorized officer of Imagine Learning LLC (the "Company"), does hereby certify in such capacity on behalf of the Company as follows:

1. The Board of Directors acting by Written Consent dated as of January 1, 2022,
 - a. authorized David Alderslade as the duly appointed Executive Vice President, Chief Financial Officer and Treasurer, Adam Klaber, as the duly appointed Vice Chairman and Chief Administrative Officer, and Kelly Staniec, as the duly appointed Vice President, Controller and Assistant Secretary of the Company to execute and deliver contracts, documents, and bonds in the name of and on behalf of the Company, and such execution and delivery of a contract of obligation in the Company's name on its behalf shall be valid and binding on the Company and that David Alderslade and Kelly Staniec are individually authorized to authorize an officer of the Company as an alternate signer in writing, for a specified purpose or date range; and
 - b. authorized Kinsey Rawe as the duly appointed Senior Vice President and General Manager – Courseware and Instructional Services of the Company, Jack Shira as the duly appointed Vice President of Product Development of the Company and Leslie Sobon as the duly appointed Senior Vice President – Customer Experience of the Company, to execute and deliver customer contracts and related documents and agreements in the name of and on behalf of the Company.
2. The undersigned confirms that such individual: in 1(a) above executing and delivering contracts, documents, and bonds or authorizing an officer of the Company as an alternate signer in writing, for a specified purpose or date range, and in 1(b) above executing and delivering the customer contracts, related documents and agreements, that this Officer's Certificate accompanies has been duly authorized to do so.

Dated: January 6, 2022



Name: Christopher M. Graham

Title: Senior Vice President, General Counsel and Secretary

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

- (a) "Contract" means any Public Contract as defined below.
- (b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.
- (c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.
- (d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

State of Arizona

SS.: December 13, 2022

County of Maricopa

Kelly Staniec, being first duly sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or Vice President, Controller** of Imagine Learning LLC (Contractor's Name), the Contractor that has submitted the attached agreement.

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

 The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

 x Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

 x Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY

X Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 David Alderslade	Executive Vice President, CFO	Imagine Learning LLC		
2 Kelly Staniec	Vice President, Controller	Imagine Learning LLC		
3 Adam Klaber	Vice Chairman, CAO	Imagine Learning LLC		
4				

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 NONE*				
2				
3				
4				

(b) The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized) :

Organization Name	Address	Type of Ownership
1 Robotify	8860 East Chaparral Road, Suite 100 Scottsdale, AZ 85250	wholly owned subsidiary
2		
3		
4		

*The City has been a partner with
Imagine Learning LLC (f/k/a Edgenuity)
since 2014; see Financial Disclosures form
for applicable contract/purchase order information.

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five

CITY OF WATERBURY

DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

(25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	DOB	Stock %
1 NONE			
2			
3			
4			

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1 NONE				
2				
3				
4				

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1 NONE		
2		
3		
4		

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's agreement with the City of Waterbury.

For Partnership/Sole Proprietor

In presence of:

Witness

Name of Partnership/Business

DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

Address of Business

For Corporation

By: 
Name of Authorized Corporate Officer

Its: Vice President, Controller
Title

CITY OF WATERBURY

**DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY**

State of Arizona)

) SS

County of Maricopa)



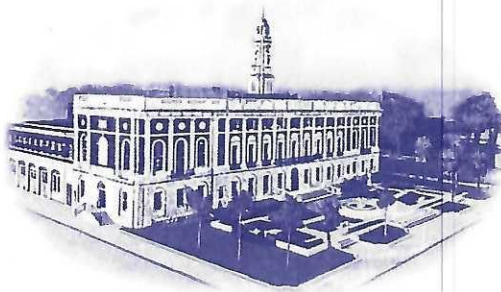
Kelly Staniec being duly sworn,

deposes and says that he/she is Vice President, Controller of Imagine Learning LLC and
that he/she answers to the foregoing questions and all statements therein are true and
correct.

Subscribed and sworn to before me this 13th day of December 2022.

My Commission Expires: 10/23/25 [Signature] (Notary Public)

KEVIN McCaffery
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

To: Nyree Toucet, Director of College and Career Readiness
From: Kevin McCaffery, Director of Purchasing *KV*
Subject: Waiver Request – Amendment #1 to Contract with Imagine Learning, Inc.
Date: June 1, 2023

I have reviewed the attached information provided by Nyree Toucet, Director of College and Career Readiness, concerning the above amendment. In my opinion, we must continue with Imagine Learning in order not to lose access to data that is being stored on their system.

The following does apply per § 38.073 **AMENDMENTS TO CONTRACTS**

- (B) (1) The amendment is consistent with the scope of the original procurement.
(2) Soliciting qualifications, proposals or competitive bids for purchase would:
(a) Cause a hardship for the City of Waterbury



Nyree C. Toucet

Director of College and Career Readiness

(203) 574-8327

ntoucet@waterbury.k12.ct.us

To: Kevin McCaffery, Purchasing Director

From: Nyree Toucet, Director of College and Career Readiness

Date: May 31, 2023

Re: Contract Amendment for Imagine Learning, Inc.

Waterbury Public Schools has established a contract with Imagine Learning Inc., which is a contract for the purpose of providing site licenses for unlimited access to its online learning system for grades 6-12. The courses/content included core credit recovery, electives, world languages, Advanced Placement, test prep, including enhanced CTE courses for grades 9-12. The contract will also include professional development for staff, consulting, and support with the Imagine Learning, Inc. program for the duration of the contract, July 1, 2023 through June 30, 2026. Imagine Learning Inc., has been the districts online learning system for many years which stores student data of credit recovery, percentages of completion, or lack thereof to name a few. If the data is to be needed or questioned, Imagine Learning will have this data archived and readily available as needed. Imagine Learning Inc. provides the WPS district with a robust online learning platform that allows our content supervisors to customize courses to reflect the district's curriculum which remains stored yearly without having to revise unless curriculum changes. Also, with their data storage, it would be impossible to recover data as needed in the future.

We respectfully request that the contract with Imagine Learning, Inc. be amended to continue services per the renewal contract.

The aforementioned services are consistent with the scope of the previously signed agreement between the City of Waterbury and Imagine Learning, Inc. Section 38.073 does not require bidding if the said contract is consistent with the scope and sequence of the original procurement of services. Please provide written agreement for an amendment of \$643,467.13 for Imagine Learning, Inc. Please feel free to contact me at any time for additional information regarding this request.

Best,

Nyree C. Toucet

Nyree C. Toucet
Director of College and Career Readiness

THE CITY OF WATERBURY
MEMORANDUM

From: Delinquent Tax Office

Date 12/20//2022

To: Jerry Gay- Contract Manager
Department of Education

Subject: Tax Clearance

As of this date, the records in the Tax Collector's Office indicate that the following **are not delinquent**.

Imagine Learning, LLC
David Alderslade
Kelly Stanio
8860 East Chaparral Road, Suite 100
Scottsdale, AZ 85250

If you have any questions regarding this issue, do not hesitate to call our office at (203) 574-6815.

Very truly yours,



NJO/wmf

Nancy J. Olson, CCMC
Deputy Revenue Collections Manager
City of Waterbury

**CITY OF WATERBURY
DEPARTMENT OF FINANCE – RISK MANAGEMENT
CERTIFICATE OF INSURANCE REVIEW FORM**

Contract Recipient or Vendor Name: Imagine Learning LLC

Requesting Department: BOE

Department Contact: Nyree Toucet ntoucet@waterbury.k12.ct.us
Jerry Gay jerry.gay@waterbury.k12.ct.us

Description of work to be performed: online learning system provider
site licenses for unlimited access for grades 6-12

Estimated Contract Duration and End Date: multi

Date Reviewed: 03/06/2023

Insurance Certificate Term: 01/01/2023 – 01/01/2024

Payment / Performance Bond:

Verification of Existence of Fidelity and Surety in CT

https://portal.ct.gov/-/media/CID/1_Lists/licencom.pdf

Certificate Meets Insurance Specifications: Yes

Insurance Carrier A.M. Best Rating: A-/7 or better

Comments: Professional & Cyber policies will need updated COI
10/2023

Approved: Yes



Risk Manager or Authorized Designee



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
12/29/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA		CONTACT Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
INSURED Imagine Learning LLC 8860 E Chaparral Rd Ste 100 Scottsdale, AZ 85250		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Transportation Insurance Company	NAIC # 20494
		INSURER B: National Fire Insurance Company of Hartford	20478
		INSURER C: Continental Insurance Company	35289
		INSURER D: American Casualty Company of Reading Penns	20427
		INSURER E: Endurance American Specialty Insurance Com	41718
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** W27538895**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 10,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	No	N/A	Y			E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Workers Compensation & Employers Liability						EL - Each Accident \$1,000,000
	Per Statute						EL- Disease-Each Emp. \$1,000,000
							EL- Disease-Pol Limit \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Named Insured previously Imagine Learning Inc and Edgenuity Inc
SEE ATTACHED**CERTIFICATE HOLDER**

The City of Waterbury
Office of Corporation Counsel
235 Grand Street
Waterbury, CT 06702

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

SR ID: 23529929

BATCH: 2787811

AGENCY CUSTOMER ID: _____

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED Imagine Learning LLC 8860 E Chaparral Rd Ste 100 Scottsdale, AZ 85250	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Certificate holder is Additional Insured and the insureds coverage is on a Primary and Contributory basis and includes a Waiver of Subrogation:

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.

INSURER AFFORDING COVERAGE: Endurance American Specialty Insurance Company

NAIC#: 41718

POLICY NUMBER: PRO30027038000 EFF DATE: 10/29/2022 EXP DATE: 10/29/2023

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Professional (E&O)/Cyber	Per Claim/Aggregate	\$5,000,000
	Retention	\$250,000
	Retroactive Date	5/12/2003

3/3/23 emailed
Jerry + Nyree

Prepared on
3/3/2023 by CB

CITY OF WATERBURY
Insurance Bid Specifications Recommendation
RISK MANAGEMENT

Submitting Department: BOE

Contact Name: Jerry Gay jerry.gay@waterbury.k12.ct.us

Nyree Toucet ntoucet@waterbury.k12.ct.us

Description of Project/Work/Services: On-line Learning System Provider providing site licenses for unlimited access for grades 6-12.

Insurance Requirements

Contractor/Vendor shall agree to maintain in force at all times during the contract the following minimum coverages and shall name the City of Waterbury and the Waterbury Board of Education as an Additional Insured on a primary and non-contributory basis to all policies, except Workers Compensation. All policies should also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A-VIII."


If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

Original, completed Certificates of Insurance must be presented to The City of Waterbury and the Waterbury Board of Education prior to contract issuance. Contractor/Vendor agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverages altered, 30 days written notice must be given to the City of Waterbury and the Waterbury Board of Education.

General Liability: **\$1,000,000 each Occurrence**
 \$2,000,000 General Aggregate
 \$2,000,000 Products/ Completed Operations Aggregate

Professional Liability/E&O: **\$1,000,000 each Wrongful Act**
 \$1,000,000 Aggregate

Cyber / Privacy/ Network: **\$1,000,000 each Occurrence**
 \$1,000,000 Aggregate


3/3/23

Wording for Additional Insured Endorsement and Waiver of Subrogation:

The City of Waterbury and its Board of Education is listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability.

PROFESSIONAL SERVICES AGREEMENT

RFP No. 6497

for

On-Line Learning System Provider

between

The City of Waterbury, Connecticut

and

Edgenuity Inc.

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (the "City" or "Customer"), City Hall, 235 Grand Street, Waterbury, Connecticut and Edgenuity Inc. (the "Consultant" or "Edgenuity"), located at 8860 East Chaparral Road, Suite 100, Scottsdale, Arizona 85250 a State of Nevada duly registered foreign corporation.

WHEREAS, Edgenuity has submitted a proposal to the City responding to **RFP No. 6497** for an On-Line Learning System Provider; and

WHEREAS, the City selected Edgenuity to perform services regarding **RFP No. 6497**; and

WHEREAS, the City desires to obtain Edgenuity 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. Edgenuity shall furnish all of the labor, services, equipment, assessments, materials, reports, plans, specifications, deliverables, incidentals, etc. necessary to complete the Project as specified in this Agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. Edgenuity shall make such revisions or modifications to its work, at its own cost and expense, as the City may require in order to be deemed complete.

- 1.1.** The Project consists of and Edgenuity shall provide Site Licenses for unlimited access to its online learning system for grades 6-12, courses/content to include core credit recovery, electives, world languages, advanced placement and test prep content including access to Edgenuity's Enhanced CTE course bundle for grades 9-12 to the following schools: Waterbury Arts Magnet School, Waterbury Career Academy, Crosby High School, John F. Kennedy High School, Wilby High School, Jonathan Reed Elementary School Carrington Elementary School, Gilmartin Elementary School, Duggan Elementary School, North End Middle School, Wallace Middle School, West Side Middle School, State Street School, Enlightenment School (Wendell Cross Elementary School to be added when said school opens) as well as Professional Development and/or Instructional Services and other curriculum support, assessments, tools, as detailed and described in **Attachment**

forth in the applicable Quote, or if the Subscription is terminated for any reason.

- 1.3.3. Edgenuity Technical and Customer Support.** Edgenuity will provide technical and customer support for the Service under the terms of Edgenuity's support policies found at www.edgenuity.com/support including all updates, bug fixes, and enhancements when generally made available.

2. Third Party Terms.

- 2.1. Third Party Services** refer to web based software, content or services licensed by Edgenuity from a third party for use by Edgenuity for the Subscription or Hardware. Customer's use of Third Party Services may be subject to additional terms from the third parties, some of which are listed below or can be found at the web links indicated:
- 2.2. ExploreLearning.** Access to and use of any ExploreLearning *Gizmos* (Gizmos) provided by Edgenuity are governed by the following additional terms: (i) Neither Customer nor any of its users are authorized to access or use any Gizmos, except: (a) users who are students and who are authorized by Customer to access and use the Service that includes or incorporates the Gizmos; and (b) users who are teachers of those same students, provided that such teachers may use the Gizmos only for the purposes of assigning and managing assignments for those students; (ii) a Gizmo may only be used in connection with the Service with which that particular Gizmo has been provided, and may not be used in connection with any other class, program, application, or software; and (iii) Customer understands and agrees that any access to or use of any Gizmo provided by Edgenuity by Customer or any of its users in contravention of the foregoing terms constitutes a material breach of the Agreement, and that if Customer desires to use a Gizmo in a manner that is not authorized by the Agreement, it is solely the responsibility of Customer (and not of Edgenuity) to obtain authorization for such use from the appropriate third party.
- 2.3. Education Testing Services (ETS) e-rater® Scoring Service.** If the Agreement includes any ETS services, Customer agrees as follows: (i) the score and/or feedback received from the e-rater® technology should be considered as one piece of evidence about a student's writing ability. When a score from the e-rater® engine is being used for an important decision about a student's performance, instructors should review and evaluate the score and/or feedback to ensure that the appropriate decision about placement or performance has been made;
- 2.4. Sophia® Learning Inc.** If this Agreement includes any Sophia Learning Inc. courses for use, the following term applies to any such purchase or use: "Customer agrees that the use of any Sophia course is prohibited for all students under the age of 13 years."
- 2.5. CompassLearning Third Party Information.** (i) CKEditor (© 2003-2013 CKSource – Frederico Knabben, all rights reserved), is a third party software text editor, licensed pursuant to the CKEditor Enterprise OEM License 2.3.2 and the GNU Lesser General Public License Version 3 ("LGPL"), available at <http://www.gnu.org/licenses/gpl.html>; (ii)

4. 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.

4.1. Criminal Background Check and DCF Registry Check. The Consultant shall ensure, and represents to the City, that any employee who will have direct contact with a Student pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The Consultant shall further ensure, and represents to the City that any person who will have direct contact with a Student has submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The Consultant shall not permit any person with a disqualifying criminal history to have direct contact with a student.

4.2. Confidentiality/FERPA. Consultant shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education, Connecticut Department of Education and the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc. Consultant shall further ensure that its employees, agents, or anyone performing work on their behalf under the terms of this Agreement shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education and those of the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc.

4.2.1. Compliance Warranty & Privacy Policy. Edgenuity will comply with, and will cause each of its employees, agents, and contractors to comply with, all state, federal and municipal laws and regulations applicable to its performance under this Agreement ("Applicable Laws"), including without limitation the Family Educational Rights and Privacy Act ("FERPA"), and the Children's Online Privacy Protection Act ("COPPA"). Edgenuity's Privacy Policy, which is incorporated by reference into these terms and conditions, contains additional terms regarding Edgenuity's use of and commitment to safeguarding Student Data, and compliance with other student privacy laws. Customers and End Users can find Edgenuity's privacy policy at <http://www.edgenuity.com/Information/Privacy/>. Customer is responsible for providing notice of its own privacy policy to parents of its student and for

- 4.3.3. A student, parent or legal guardian of a student may review personally identifiable information contained in Student Data and correct any erroneous information, if any, in such Student Data. If the Consultant receives a request to review Student Data in the Consultant's possession directly from a student, parent, or guardian, the Consultant agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Consultant agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in Student Data that has been shared with the Consultant, and correct any erroneous information therein.
- 4.3.4. The Consultant shall take actions designed to ensure the security and confidentiality of student data.
- 4.3.5. The Consultant will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of Student Data. Such notification will include the following steps: Upon discovery by the Consultant of a breach of Student Data, the Consultant shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.
- 4.3.6. Student Data shall not be retained or available to the Consultant upon expiration of the Agreement between the Consultant and City, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Consultant after the expiration of such Agreement for the purpose of storing student-generated content.
-
- 4.3.7. The Consultant and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.
- 4.3.8. The Consultant acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.
- 4.3.9. The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other Agreement entered into by the Parties concerning Student Data.

4.7. Publicity. Consultant agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name in connection with any publicity, unless the City gives prior written consent to such use of the City's name in each instance.

4.8. Standard of Performance. All services, materials, online programs, assessments, and training shall conform in all respects with the requirements of all this Contract, and shall be the best obtainable from the crafts and trades. In all cases, the services, materials, reports, plans, deliverables, etc. shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the purpose for which they are intended. The standard of care and skill for all services performed by the Consultant shall be that standard of care and skill ordinarily used by other members of the Consultant's profession practicing under the same or similar conditions at the same time and in the same locality. The Consultant's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

4.9. Due Diligence Obligation. The Consultant acknowledges its responsibilities to examine and to be thoroughly familiar with the City's proposal document, including, but not limited to the specifications, and any addenda thereto. The Consultant hereby warrants and represents that prior to the submission of its proposal during the proposal process it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services or functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services or functions are included in this Contract and thereby warrants that:

4.9.1. it conducted or had opportunity to conduct all Due Diligence prior to the submission of its proposal and, accordingly, any additional costs, services or products resulting from the failure of the Consultant to complete Due Diligence prior to submission of its proposal shall be borne by the Consultant. Furthermore the Consultant had the opportunity during the proposal process to ask questions it saw fit and to review the responses from the City;

4.9.2. its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;

4.9.3. it is solely responsible for resolving any issues resulting from the failure to conduct Due Diligence and shall assume any costs that may result during the implementation of the Project, including, but not limited to, adherence to specifications and pricing for the Project.

4.9.4. it was responsible for specifying any changes and disclosing any new costs prior to the submittal of its proposal. Thus, in the event any changes or costs are disclosed by the Consultant, or otherwise required, during the performance of

subscription and shall repair the non-conforming service. If Edgenuity cannot make such repair within a reasonable period of time, then the City may, at its discretion, terminate this agreement

4.11.3. Disclaimers. All third party services and hardware are provided by Edgenuity "as is." Edgenuity makes no representation or warranty of any kind, express or implied. Edgenuity transfers to customer, to the extent transferable, warranties and indemnities Edgenuity receives from the manufacturer of the hardware or third party service. Edgenuity's sole obligation with respect to hardware and third party service will be to use reasonable commercial efforts to facilitate warranty and indemnification claims that customer makes against the manufacturer of the hardware or third party service. Customer, recognizing that Edgenuity is not the manufacturer of hardware or third party service, expressly waives any claim that customer may have against Edgenuity for product liability as well as any right to indemnification from Edgenuity on account of any such claim made against customer by a third party.

5. This section intentionally left blank.

6. Responsibilities of the City. Upon the City's receipt of Consultant's written request, the City will provide the Consultant with all documents, data and other materials the City agrees are necessary and appropriate to the service to be performed by the Consultant hereunder and the City will endeavor to secure, where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by the Consultant for the purpose of carrying out the services under this Contract.

6.1. Customer must (i) keep its passwords secure and confidential; (ii) be solely responsible for Customer Data and all activity in its account; (iii) use commercially reasonable efforts to prevent unauthorized access to its account and notify Edgenuity promptly of any such unauthorized access; and (iv) use the Subscription as described in Edgenuity's written technical guides. Customer authorizes its integrators or other third party vendors and Edgenuity to conduct initial setup and to allow continued access to the Subscription for the sole benefit of Customer. Customer may provide Edgenuity the name and contact information for all third parties authorized by Customer, or necessary for Customer to use the Subscription. Customer is solely responsible for ensuring compliance by its authorized integrators or other third party vendor(s) with all federal, state and local privacy laws and regulations.

6.2. Edgenuity Property- Restrictions. Customer may not (i) sell, resell, rent or lease the access to the Subscription or use it in a service provider capacity; (ii) use the Subscription to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third-party rights; (iii) interfere with or disrupt the integrity or performance of the

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.

8.2.1. 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.

8.3. Review of Services. The Consultant shall permit the City to review, at any time, all services to be performed under the terms of this Contract at any stage of the work. The Consultant shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Consultant's demand for payment. The City shall not certify fees for payment to the Consultant until the City has determined that the Consultant has completed the work in accordance with the requirements of this Contract.

8.4. Proposal Costs. All costs of the Consultant in preparing its proposal for **RFP No. 6497** 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.

8.5. Payment for Services, Materials, Employees. The Consultant shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals and third party licenses, etc. furnished to the City under this Contract. The Consultant shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc., going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final payment is made, the Consultant shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

8.6. 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.

capability, or require the return or cessation of use of the item and refund Client the portion of the Fees paid that are attributable to the item.

11.3. 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 9.1.1 above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

11.4. 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.

12. Consultant's Insurance.

12.1. The Consultant shall not commence work under this Contract until all insurance required under this Section 10 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.

12.2. 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.

12.3. 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.

12.4. 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:

12.4.1. General Liability Insurance:

\$1,000,000.00 per occurrence,

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.

- 12.8. 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.

13. 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.

- 13.1. **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.

- 13.2. **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.

- 13.3. **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.

- 13.3.1. 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

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.

15. Termination.

15.1. 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.

15.1.1. In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc. prepared by the Consultant under this Contract shall, at the option of the City, become the City's property, and the Consultant shall be entitled to seek just and equitable compensation for any satisfactory work completed for such.

15.1.2. 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.

15.2. 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.

15.3. 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.

15.3.1. 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,

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.

15.4.3. Termination by the Consultant. To the extent applicable, the Consultant may, by written notice to the City, terminate this Contract if the City materially breaches, provided that the Consultant shall give the City thirty (30) calendar days prior written notice and an opportunity to cure by the end of said thirty (30) day period. 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.

15.4.4. Assumption of Subcontracts. To the extent applicable, in the event of termination of this Contract, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract, and may further pursue completion of the work under this Contract by replacement contract or otherwise as the City may in its sole judgment deem expedient.

15.4.5. 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).

16. 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 the services, documents, assessments, data, studies, reports, deliverables, etc. prepared for the City under this Contract shall become the property of the City, where applicable, upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services.

17. Force Majeure. Neither the Contractor nor the City shall be held responsible for delays or be considered to be in breach of this Contract or be subject to liquidated damages when their respective obligations under this Contract are caused by conditions beyond their control, including without limitation:

17.1. Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions;

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.

22. 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.

23. 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.

24. 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).

25. 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

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. 6497 and (ii) the Consultant's proposal responding to the aforementioned RFP No. 6497.

29.1. 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.

29.2. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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: Edgenuity Inc.
8860 East Chaparral Road, Suite 100,
Scottsdale, Arizona 85250

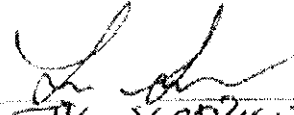
City: City of Waterbury
Department of Education
c/o Chief Academic Officer
235 Grand Street, 1st Floor 2nd Floor
Waterbury, CT 06702

35. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.

- 35.6. 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.
- 35.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has (i) delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owned to the City; (ii) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (iii) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and (iv) filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.
- 35.8. 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.
- 35.9. 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.
-
- 35.10. 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"].
- 35.11. 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,


IN WITNESS WHEREOF, the parties hereto execute this Contract on the dates signed below.


WITNESSES:



David N. Lepore
David N. Lepore

WITNESSES:



NICOLE WELLS
HR OPERATIONS MANAGER

TANNY J. STOUSSER
SR MARKETING/
PRODUCTION COORDINATOR

CITY OF WATERBURY

By: 

Neil M. O'Leary, Mayor


Date: 7/30/20

EDGENIUNITY INC.

By: 

Its Vice President - Finance & Administration
David Alderslade

Date: July 28, 2020

APPROVED AS TO FORM

Attorney, Corporation Counsel's Office

Crystal Burr

From: NYREE TOUCET <ntoucet@waterbury.k12.ct.us>
Sent: Friday, March 3, 2023 12:15 PM
To: JERRY GAY; Crystal Burr; Insurance Requests
Subject: RE: COI Approval

Is this program educating our students or strictly for assessing test scoring/placements? -
Educating

The original contract states they will have professional development for staff - Is there ever a time they are on-site or is this strictly virtual? **All virtual PD**

Do they keep our students data? **They do keep the student data of students who are registered to complete a course**



Nyree C. Toucet
Director of College and Career Readiness
Waterbury Public Schools
ntoucet@waterbury.k12.ct.us
236 Grand Street | Waterbury, CT 06702
O: 203.574.8327 | Ext: 11290

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From: JERRY GAY <jerry.gay@waterbury.k12.ct.us>
Sent: Friday, March 3, 2023 12:01 PM
To: Crystal Burr <cburr@waterburyct.org>; Insurance Requests <InsuranceRequests@waterburyct.org>
Cc: NYREE TOUCET <ntoucet@waterbury.k12.ct.us>
Subject: RE: COI Approval

These all will be for Nyree to answer. jerry

From: Crystal Burr [<mailto:cburr@waterburyct.org>]
Sent: Friday, March 3, 2023 11:37 AM
To: JERRY GAY <jerry.gay@waterbury.k12.ct.us>; Insurance Requests <InsuranceRequests@waterburyct.org>
Cc: NYREE TOUCET <ntoucet@waterbury.k12.ct.us>
Subject: RE: COI Approval

EXTERNAL MAIL- Think before you Click. More than 90% of successful cyber attacks start with a phishing email. This email originated from outside the District.

The COI's are still missing information and I will be preparing a recommendation sheet for them to be sent of what will be needed.

Crystal Burr

From: Crystal Burr
Sent: Friday, March 3, 2023 11:37 AM
To: 'JERRY GAY'; Insurance Requests
Cc: NYREE TOUCET
Subject: RE: COI Approval

The COI's are still missing information and I will be preparing a recommendation sheet for them to be sent of what will be needed.

Please answer the following:

Is this program educating our students or strictly for assessing test scoring/placements?
The original contract states they will have professional development for staff - Is there ever a time they are on-site or is this strictly virtual?
Do they keep our students data?

~ Crystal Burr
Administrative Associate III
Finance Department / Risk Management
235 Grand Street
Waterbury, CT 06708
203-574-6840 ext. 7067
Fax: 203-753-6831

From: JERRY GAY <jerry.gay@waterbury.k12.ct.us>
Sent: Friday, March 3, 2023 9:17 AM
To: Insurance Requests <InsuranceRequests@waterburyct.org>; Crystal Burr <cburr@waterburyct.org>
Cc: NYREE TOUCET <ntoucet@waterbury.k12.ct.us>
Subject: FW: COI Approval

Crystal, Hopefully these will pass muster, Thanks, Jerry

From: Crystal Burr [<mailto:cburr@waterburyct.org>]
Sent: Monday, February 27, 2023 3:57 PM
To: JERRY GAY <jerry.gay@waterbury.k12.ct.us>
Cc: NYREE TOUCET <ntoucet@waterbury.k12.ct.us>; Insurance Requests <InsuranceRequests@waterburyct.org>
Subject: FW: COI Approval

EXTERNAL MAIL- Think before you Click. More than 90% of successful cyber attacks start with a phishing email. This email originated from outside the District.

Good afternoon Jerry,
In quick review it appears all the COI's attached have expired policies. Please advise.
Thank you,

~Crystal Burr

Crystal Burr

From: JERRY GAY <jerry.gay@waterbury.k12.ct.us>
Sent: Monday, February 27, 2023 11:56 AM
To: Insurance Requests
Cc: NYREE TOUCET
Subject: COI Approval
Attachments: COI - TheCityofWaterburyCT_W26597753 (1).pdf; Imagine Learning LLC COI with Cyber.pdf; Imagine Learning LLC COI.pdf; Original Fully Executed Agreement - Imagine.pdf

Hello,

We are looking for approval of the attached COI from Imagine Learning, which is a successor firm to Egenuity with a name re-assignment in process.

I do not have the original RM Limits, but do have the original contract for limits in Sect 12, pg 15.

Thank You,

Jerry Gay, Contracts Manager
Waterbury Board of Education
236 Grand Street, Rm 263
Waterbury, CT. 06702
203-346-3989 ; Ext 11225
jerry.gay@waterbury.k12.ct.us

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BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #14.17

June 13, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve a Professional Services Agreement with YouScience, LLC for a three-year period for Career Skills Certifications, subject to any non-substantive changes approved by the Corporation Counsel's office.



Memorandum

To: Board of Aldermen

From: Michael Merati, Supervisor of Career & Technical Education, Academic Office

Date: June 5, 2023

Re: Board of Aldermen Approval Request for Contract / YouScience Executive Summary –YouScience LLC

The Academic Office/Education Department respectfully requests approval for the above-referenced vendor to contract in the amount of \$81,594 for a digital platform to assess students to earn industry recognized credentials between the City of Waterbury and YouScience LLC.

This contract was initiated after approval as a sole source. Under this contract, students will be provided with the opportunity in all Career and Technical Education courses to earn an industry recognized credential via Precision Exams online assessment platform.

The Contract is for a one time purchase on the date signed by the Mayor. The project is being funded by the ESSER ARP and Title 4 grants in the amount of \$81,594

Accordingly, attached for your review and consideration is the proposed contract, the successful responders Disclosure and Certification of Obligations Affidavit Regarding Outstanding Obligations Form, and the Tax Clearance issued by the Office of Tax Collections.

Lastly, please be advised that the Education Department will have a representative present at your upcoming meeting to answer any question you may have regarding this matter.

Respectfully Submitted,

Michael Merati
Supervisor of Career & Technical Education
236 Grand Street, Room 164
203-573-5029
Attachment
Cc: Attorney *Tom Perisot*

PROFESSIONAL SERVICES AGREEMENT

For

Career Skills Certifications

between

The City of Waterbury, Connecticut

and

YouScience, 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 YOUSCIENCE, LLC, a limited liability company organized under the laws of Delaware with its principal place of business at 751 Quality Drive Suite 200 American Fork, Utah (the "Contractor").

WHEREAS, the City's purchases under the Agreement will be funded by monies received by the City pursuant to the funding provisions of the Elementary and Secondary School Emergency Relief Fund funded under the Federal Coronavirus Response and Relief Supplemental Appropriations Act 2021, signed into law December 27, 2020 (ESSER II Fund) or pursuant to the American Rescue Plan Act Elementary and Secondary School Emergency Relief Fund (ARP ESSER or ESSER III) signed into law March 11, 2021; and

WHEREAS, the Contractor submitted a proposal to the City to provide YouScience industry certifications for Waterbury Public School high school students, teachers and administrators for a period of three (3) years; and

WHEREAS, the City selected the Contractor to provide such services; and

WHEREAS, the City desires to obtain the Contractor's services pursuant to the terms, conditions and provisions set forth in this agreement (the "Project").

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. The Contractor shall furnish all of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. The Contractor shall make such revisions or modifications to its work, at its own cost and expense, as the City may require in order to be deemed complete.

1.1. The Project consists of and the Contractor shall provide YouScience industry certifications for Waterbury Public School high school students, teachers and administrators for a term of three (3) years, including but not limited to:

- Fifteen (15) Certification Site Licenses: Career Skills Certification Site License (Crosby High School, Kennedy High School, Wilby High School, Waterbury Career Academy High School, and Waterbury Arts Magnate School) for unlimited administrators, teachers and students, including unlimited access to full exam library ((including 21st Century Skills Suite), unlimited testing (pre/post/benchmark/retakes), access to analytic tools and admin dashboard
- Three (3) Certification Site Licenses: Career Skills Small School Site License Site License (Enlightenment School) for unlimited administrators, teachers and students, including unlimited access to full exam library ((including 21st Century Skills Suite), unlimited testing (pre/post/benchmark/retakes), access to analytic tools and admin dashboard
- Three (3) Certification Site Licenses: Career Skills Small School Site License Site License (State Street School) for unlimited administrators, teachers and students, including unlimited access to full exam library ((including 21st Century Skills Suite), unlimited testing (pre/post/benchmark/retakes), access to analytic tools and admin dashboard

as further detailed and described in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- 1.1.1 Sole Source Procurement documents (attached hereto)
- 1.1.2 Contractor's proposal dated April 3, 2023 (attached hereto)
- 1.1.3 Certificates of Insurance, incorporated by reference (attached hereto)
- 1.1.4 All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference
- 1.1.5 All Required Licenses
- 1.1.6 Required Contract Provisions ARPA Funded Projects

1.2. The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the Contractor. In the event that any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically:

- 1.2.1 This Contract document.
- 1.2.2 Sole Source Procurement documents
- 1.2.3 Contractor's proposal dated April 3, 2023 (attached hereto)
- 1.2.4 All applicable Federal, State and local statutes, regulations charter and ordinances, and applicable provisions and requirements of Funding Grants as set forth herein

2. **Contractor Representations Regarding Qualification and Accreditation.** The Contractor represents that, to the extent required by law, its employees are licensed to perform the scope of work

set forth in this Contract. The Contractor further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the City relies upon these.

2.1. Representations regarding Personnel. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by the Contractor under its supervision and all personnel engaged in the work shall be fully qualified and, if applicable, shall be authorized or permitted under state or local law to perform such services.

2.2. Representations regarding Qualifications. The Contractor hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that the Contractor and/or its employees be licensed, certified, registered, or otherwise qualified, the Contractor and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Contractor shall provide to the City a copy of the Contractor's licenses, certifications, registrations, etc.

3. Responsibilities of the Contractor. All data, information, etc. given by the City to the Contractor and/or created by the Contractor shall be treated by the Contractor as proprietary to the City and confidential unless the City agrees in writing to the contrary and shall be used solely for the purposes of providing services under this Contract. The Contractor agrees to forever hold in confidence all files, records, documents and other information which may come into the Contractor's possession during the term of this Contract, except where a disclosure is expressly stated as a requirement of this Contract. Notwithstanding the foregoing, where a Contractor disclosure is required to comply with statute, regulation, or court order, the Contractor shall provide prior advance written notice to the City of the need for such disclosure. The Contractor agrees to properly implement the services required in the manner herein provided.

3.1. Use of City Property. To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall have access to such areas of City property as the City and the Contractor agree are necessary for the performance of the Contractor's services under this Contract (the "Site" or the "Premises") and at such times as the City and the Contractor may mutually agree. Contractor shall perform all work in full compliance with Local, State and Federal health and safety regulations. All work hereunder shall be performed in a safe manner. Contractor shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Contractor, City may, but shall not be required to, correct same at Contractor's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

3.2. Working Hours. To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall coordinate its schedule so that work on the Premises is performed during those hours the City sets forth in a written notice to the Contractor, unless written permission is obtained from the City to work during other times. This condition shall not excuse Contractor from timely performance under the Contract. The work schedule must be agreed upon by the City and the Contractor.

3.3. Cleaning Up. To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall at all times keep the Premises free from accumulation of waste materials or rubbish caused by Contractor, its employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the Premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Contractor.

3.4. Publicity. Contractor agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name, trademark, trade name or logo in connection with any publicity, unless the City gives prior written consent to such use of the City's name and has approved the content of its use, both oral and written, in each instance. Notwithstanding the foregoing or anything to the contrary contained herein, the City is and shall remain the sole and exclusive owner of all trademarks, trade names and logo. Under no circumstances shall the Contractor acquire any ownership interests whatsoever in the City's trademarks, trade names or logo.

3.5. Standard of Performance. All workmanship, services, materials or equipment, either at the Premises or intended for it, shall conform in all respects with the requirements of all this Contract, and shall be the best obtainable from the crafts and trades. In all cases, the services, materials, equipment, reports, plans, specifications, deliverables, workmanship, etc. shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the purpose for which they are intended. The standard of care and skill for all services performed by the Contractor shall be that standard of care and skill ordinarily used by other members of the Contractor's profession practicing under the same or similar conditions at the same time and in the same locality. The Contractor's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

3.6. Contractor's Employees. The Contractor shall at all times enforce strict discipline and good order among its employees, and shall not employ any unfit person or anyone not skilled in the work assigned.

3.7. Due Diligence Obligation. The Contractor acknowledges its responsibilities to examine and to be thoroughly familiar with the City's proposal document, including, but not limited to the specifications, and any addenda thereto. The Contractor hereby warrants and represents that prior to the submission of its proposal during the proposal process it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services or functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services or functions are included in this Contract and thereby warrants that:

3.7.1 it conducted or had opportunity to conduct all Due Diligence prior to the submission of its proposal and, accordingly, any additional costs, services or products resulting from the failure of the Contractor to complete Due Diligence prior to submission of its proposal shall be borne by the Contractor. Furthermore the Contractor had the opportunity during the proposal process to ask questions it saw fit and to review the responses from the City;

3.7.2 its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;

3.7.3 it is solely responsible for resolving any issues resulting from the failure to conduct Due Diligence and shall assume any costs that may result during the implementation of the Project, including, but not limited to, adherence to specifications and pricing for the Project.

3.7.4 it was responsible for specifying any changes and disclosing any new costs prior to the submittal of its proposal. Thus, in the event any changes or costs are disclosed by the Contractor, or otherwise required, during the performance of its services, the sole responsibility for any modification, delay and cost of such changes shall reside with the Contractor.

3.7.5 has familiarized itself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and Local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work;

3.7.6 has given the City written notice of any conflict, error or discrepancy that the Contractor has discovered in the Proposal Documents; and

3.7.7 agrees that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

3.8. Reporting Requirement. The Contractor shall deliver periodic, written reports as requested by the City's Using Agency setting forth (i) the issue date of the report, (ii) the time period covered by the report, (iii) a brief description of the work and services completed by the Contractor and/or delivered by the Contractor during the time period covered by the report, (iii) the Contractor's declaration as to whether the entirety of the Contractor's work and services required in this Contract will be, or will not be, completed within the Contract's Section 6 total compensation amount, and (iv) any and all additional useful and/or relevant information. Each report shall be signed by a Corporate Officer.

NOTE: the Contractor's failure to deliver any report required herein shall be deemed a material breach of this Contract, the City hereby reserving the right to exercise all available legal remedy(ies) to address said breach.

4. Responsibilities of the City. Upon the City's receipt of Contractor's written request, the City will provide the Contractor with all documents, data and other materials the City agrees are necessary and appropriate to the service to be performed by the Contractor hereunder and the City will endeavor to secure, where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by the Contractor for the purpose of carrying out the services under this Contract.

5. Contract Time. The term of this Contract shall be for a period of time commencing upon execution of this Agreement by the Mayor of the City of Waterbury, pending all necessary approvals, and terminating May 31, 2026, unless sooner terminated as provided by this agreement or upon agreement of the Parties, in writing, that all services required under the Contract have been fully and completely provided. ("Contract Time").

5.1. Time is and shall be of the essence for all Project milestones, completion date for the Project. The Contractor further agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between the Contractor and City, that the Contract Time is reasonable for the completion of the Work. The Contractor shall be subject to City imposed fines and/or penalties in the event the Contractor breaches the foregoing dates.

6. Compensation. The City shall compensate the Contractor for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6.

Compensation for the Contractor's services shall not exceed Eighty-One Thousand Five Hundred Ninety-Four dollars (\$81,594.00) as follows:

Year One:	\$ 27,198.00
Year Two:	\$ 27,198.00
Year Three:	\$ 27,198.00

The compensation shall be paid in conformity with the Contractor's proposal dated April 3, 2023, which is set forth in Attachment A of this Contract. Said proposal is hereby made part of Section 6 of this Agreement as if fully set forth herein.

6.1. Limitation of Payment. Compensation payable to the Contractor is limited to those fees set forth in Section 6 above. Such compensation shall be paid by the City upon review and approval of the Contractor's invoices for payment. Contractor's invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

6.1.1 The Contractor and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to the Contractor in an amount equaling the sum or sums of money the Contractor and/or its affiliates is/are, or becomes delinquent or in arrears

on, regarding the Contractor's and/or its affiliate's real and personal tax obligations to the City.

6.3. Review of Work. The Contractor shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. The Contractor shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Contractor's demand for payment. The City shall not certify fees for payment to the Contractor until the City has determined that the Contractor has completed the work in accordance with the requirements of this Contract.

6.4. Proposal Costs. All costs of the Contractor in preparing its proposal shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other Contract.

6.5. Payment for Services, Materials, Employees. The Contractor shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. furnished to the City under this Contract. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc., going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final payment is made, the Contractor shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

7. Passing of Title and Risk of Loss. Title to each item of equipment, material, reports, plans, specifications, supplies, services, etc. required to be delivered to the City hereunder shall pass to City upon City payment to the Contractor for that item. Contractor and its insurer shall assume the risk of loss or damage up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's negligence.

8. Indemnification.

8.1. The Contractor shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including reasonable attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, **(ii)** are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Contractor, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable; **(iii)** enforcement action or any claim for breach of the Contractor duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue

8.2. In any and all claims against the City or any of its boards, agents, employees or officers by the Contractor or any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 8.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

8.3. The Contractor understands and agrees that any insurance required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this Contract.

8.4. The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, agents, employees or officers as provided herein.

8.5. Royalties and Patents. The Contractor shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Contractor's own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, the Contractor shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by the Contractor and as to any award made thereunder.

8.6. In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Contractor shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Contractor, or its subcontractor, omission or commission..

9. Contractor's Insurance.

9.1. The Contractor shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by the Contractor and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

9.2. At no additional cost to the City, the Contractor shall purchase and maintain the

insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the Contractor's obligation under this Contract, whether such obligations are the Contractor's or subcontractor or person or entity directly or indirectly employed by said Contractor or subcontractor, or by any person or entity for whose acts said Contractor or subcontractor may be liable.

9.3. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

9.4. The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Contractor:

9.4.1 General Liability Insurance: \$1,000,000.00 per occurrence,
\$2,000,000.00 aggregate and **\$2,000,000.00** Products and completed operations
aggregate

Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

9.4.2 Professional Liability Insurance: \$1,000,000.00 each wrongful act.
\$1,000,000.00 aggregate limit
Professional liability (also known as, errors and omissions) insurance providing coverage to the Contractor.

9.5. Failure to Maintain Insurance: In the event the Contractor fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset the Contractor's invoices for the cost of said insurance.

9.6. Cancellation: The City of Waterbury shall receive written notice of cancellation from the Contractor at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

9.7. Certificates of Insurance: The Contractor's General Liability shall be endorsed to add the City and its Board of Educations an additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the Contractor executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages,

including the naming of the City of Waterbury, as follows: **"The City of Waterbury and the Waterbury Board of Education are listed as additional insured on all lines of coverage except Workers Compensation and Professional Liability and include a waiver of subrogation on all lines of coverage except Professional Liability as their interests may appear"**. The City's request for proposal number must be shown on the certificate of insurance. The Contractor must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

9.8. No later than thirty (30) calendar days after Contractor receipt, the Contractor shall deliver to the City a copy of the Contractor's insurance policies, endorsements and riders.

10. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Contractor of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: *EQUAL EMPLOYMENT OPPORTUNITY ACT*; *COPELAND ANTI-KICKBACK ACT*, as supplemented in the Department of Labor Regulations (29 CFR Part 3); *DAVIS-BACON ACT* as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974*, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

10.1. Permits, Laws, and Regulations. Permits and licenses necessary for the delivery and completion of the Contractor's work and services shall be secured in advance and paid by the Contractor. The Consultant shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work and services as specified.

10.2. Taxes-Federal, State and Local. The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon the Contractor for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Contractor remains liable, however, for any applicable tax obligations it incurs. Moreover, the Contractor represents that the proposal and pricing contained in this Contract do not include the amount payable for said taxes.

10.3. Labor and Wages. The Contractor and its subcontractors shall conform to the labor laws of the State of Connecticut, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.

10.3.1 The Contractor is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn. Gen. Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

10.3.2 The Contractor is aware of and shall comply with the provisions of both the Federal Davis-Bacon Act, the Federal American Recovery and Reinvestment Act of 2009, the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 and the American Rescue Plan Act as those may apply. The specified Acts and the provisions of all Acts from which funding for this Agreement is derived are hereby incorporated by reference and made part of this Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act (ARRA) provides that Federal wage rates apply to all ARRA funded contracts regardless of the contract's dollar value. The Coronavirus Response and Relief Act of 2021 governing ESSER II funding and the American Rescue Plan Act governing ARPA ESSER funding also provide that Federal wage rate laws apply to contracts funded under those legislative enactments.

This Agreement is subject to 2 C.F.R. Part 180, OMB Guidelines to Agencies on Government Debarment and Suspension and the U.S. Treasury Department is implementing regulations set forth at 31 C.F.R. Part 19 Government Debarment and Suspension.

11. Discriminatory Practices. In performing this Contract, the Contractor shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and

compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

11.1. Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because such person has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.

11.2. Equal Opportunity. In its execution of the performance of this Contract, the Contractor shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, national origin or citizenship status, age or handicap. The Contractor agrees to comply with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

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13. Termination.

13.1. Termination of Contract for Cause. If, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor 14 calendar days prior to the termination date and specifying the effective date thereof, of such termination.

13.1.1 In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc., which shall not include third party license, prepared by the Contractor under this Contract shall, at the option of the City, become the City's property, and the Contractor shall receive just and equitable compensation for any satisfactory work completed for such.

13.1.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

13.2. Termination for Convenience of the City. The City may terminate this Contract at any time upon not less than thirty (30) calendar days prior written notice for the convenience of the City, by a notice in writing from the City to the Contractor. If this Contract is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made.

13.3. Termination for Non-Appropriation or Lack of Funding. The Contractor acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Contractor therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law. Notwithstanding the foregoing, - the City shall not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City,, in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

13.3.1 Effects of Non-Appropriation. If funds to enable the City to effect continued payment under this Contract are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Contract without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to the Contractor.

13.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay the Contractor for the agreed to level of the products, services and functions to be provided by the Contractor under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon fourteen (14) calendar days written notice to the Contractor, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

13.3.3 No Payment for Lost Profits. In no event shall the City be obligated to pay or otherwise compensate the Contractor for any lost or expected future profits. Notwithstanding the foregoing, - the City not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

13.4. Rights Upon Cancellation or Termination.

13.4.1 Termination for Cause. In the event the City terminates this Contract for cause, the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the documents, data, studies, reports, specifications, deliverables, etc., this shall not include the use of third party licenses, provide to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, the Contractor shall transfer all licenses to the City which the Contractor is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the

Contractor for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. The Contractor shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this agreement in whole or in part.

13.4.2 Termination for Lack of Funding or Convenience. In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay the Contractor for all documents, data, studies, reports, specifications, deliverables, etc. this shall not include the use of third party licenses, (including any holdbacks), installed and delivered to the City as of the Termination Date and the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Contractor shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and the Contractor may negotiate a mutually acceptable payment to the Contractor for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to Changes in the Work.

13.4.3 Termination by the Contractor. The Contractor may, by written notice to the City, terminate this Contract if the City materially breaches, provided that the Contractor shall give the City thirty (30) calendar days prior written notice and an opportunity to cure by the end of said thirty (30) day period. In the event of such termination, the Contractor will be compensated by the City for work performed prior to such termination date and the Contractor shall deliver to the City all deliverables as otherwise set forth in this Contract.

13.4.4 Assumption of Subcontracts. In the event of termination of this Contract, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract, and may further pursue completion of the work under this Contract by replacement contract or otherwise as the City may in its sole judgment deem expedient.

13.4.5 Delivery of Documents. In the event of termination of this Contract, (i) the Contractor shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and (ii) the City shall pay the Contractor for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

14. Ownership of Instruments of Professional Services. The City acknowledges the Contractor's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services.

Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services. Notwithstanding the foregoing or anything to the contrary contained herein, Contractor is and shall remain the sole and exclusive owner of all trademarks, trade secrets, trade names, service marks, copyrights or other intellectual property rights related to the services rendered pursuant to this Agreement ("Contractor IP"). Under no circumstances shall the City acquire any ownership interests whatsoever in any Contractor IP apart from such Instruments of Professional Services. The City acknowledges that the Contractor IP is proprietary material and information of Contractor.

15. Force Majeure. Neither the Contractor nor the City shall be held responsible for delays or be considered to be in breach of this Contract or be subject to liquidated damages when their respective obligations under this Contract are caused by conditions beyond their control, including without limitation:

15.1. Acts of God, fire, explosion, epidemic, pandemic (or similar viral outbreak) cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies.

15.2. Change of law and order, proclamation, regulation, ordinance, or governmental requirement.

Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet the their obligations under this Agreement / to meet their schedule set forth in.

16. Subcontracting. The Contractor shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Contractor's services which approval shall not be unreasonably withheld. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Contractor and shall name the City as an additional insured party and said subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all Federal, State and Local, laws, regulations and ordinances but such requirement shall not relieve the Contractor from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.

16.1. The Contractor shall be as fully responsible to the City for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

17. Assignability. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

18. Audit. The City reserves the right to audit the Contractor's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract as may be required by the Funding Sources, including the State of Connecticut U.S. Treasury Department Federal Single Audit Act, Connecticut General Statutes, City of Waterbury Ordinances or in the event of a dispute. In the event the City elects to make such an audit, the Contractor shall promptly make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

19. Risk of Damage and Loss. The Contractor shall be solely responsible for causing the timely repair to and/or replacement of, City property or item(s) intended to become City property hereunder, where the need for repair or replacement was caused by the Contractor, by someone under the care and/or control of the Contractor, by any subcontractor of the Contractor, or by any shipper or delivery service. The Contractor shall be solely responsible for all costs and expenses, including but not limited to shipping, delivery, insurance, etc. associated with the foregoing repair and replacement obligation. Further, the Contractor shall be solely responsible for securing the City's written acceptance of all completed repairs and replacements required hereunder. The City hereby retains sole discretion to determine whether a repair or a replacement is the proper remedy.

20. Interest of Contractor. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

21. Entire Agreement. This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Contractor.

22. Independent Contractor Relationship. The relationship between the City and the Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor shall be deemed to be an employee, agent or servant of the City. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract. It is the express intention of the parties hereto, and the Contractor hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Contractor hereunder is/are not and shall not be deemed an employee of the City of Waterbury, but is/are and shall remain an independent: contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City of Waterbury and the Contractor or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Contractor hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that the Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

23. Severability. Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

24. Survival. Any provisions of this Contract that impose continuing obligations on the parties shall survive the expiration or termination of this Contract for any reason.

25. Contract Change Orders.

25.1. At the sole discretion of the City, a Change Order may be issued solely by the City to modify an existing party obligation set forth in this Contract where the scope of the Change Order is:

25.1.1 within the scope of the original Contract OR is made pursuant to a provision in the original Contract, AND

25.1.2 the Change Order monetary cost is charged solely against those funds encumbered for and at the time the Contract was originally executed by the City, that is those funds set forth in the original Contract as a not to exceed payment amount OR within the original Contract's contingency / allowance / reserve amount (if any is stated therein), AND

25.1.3 the Final Completion Date has not been changed.

25.2. Notwithstanding the foregoing, a Change Order shall not include:

25.2.1 an upward adjustment to a Contractor's payment claim, or

25.2.2 a payment increase under any escalation clause set forth in the original contract, or any Change Order, or any amendment.

25.3. That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed, and if agreed to, approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both the Contractor, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Contractor's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract. Any contract change NOT fully complying with this Section 25 shall be effectuated solely by an amendment to this

Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are (i) the City's aforementioned **Sole Source Procurement documents** and (ii) the Consultant's proposal responding to the aforementioned **Sole Source Procurement documents**.

26.1. Procedure. This procedure supersedes all statements to the contrary occurring either in proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

26.2. Presumption. This Contract or any section thereof shall not be construed against any party due to the fact that the Contract or any section thereof was drafted by such party.

27. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance. The Contractor agrees that it waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. Notwithstanding any such claim, dispute or legal action, the Contractor shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

28. Binding Agreement. The City and the Contractor each bind themselves, and their successors, assigns and legal representatives to the other party to this Contract and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.

29. Waiver. Any waiver of the terms and conditions of this Contract by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Contract.

30. Governing Laws. This Contract, its terms and conditions and any claims arising there from shall be governed by the laws of the State of Connecticut.

31. Notice. Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's using Agency or the Contractor, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Contractor: YouScience, LLC
751 Quality Drive Suite 200
American Fork, UT 84003

City: City of Waterbury
Department of Education
c/o Chief Operating Officer
235 Grand Street, 1st Floor
Waterbury, CT 06702

32. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.

The Person (the term "Person" shall herein be as defined in Section 3g of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

32.1. It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

32.2. It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or

application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

32.3. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Consultant or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

32.4. The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.

32.5. Upon a showing that a subcontractor made a kickback to the City, a prime Contractor or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

32.6. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 32.6., the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 32.6. shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

32.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has (i) delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; (ii) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (iii) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and (iv) filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

32.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 32.1-32.7.

32.9. The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

32.10. The Contractor hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site:

<https://www.waterburyct.org/services/city-clerk/code-of-ordinances> [click link titled "The City of Waterbury Code of Ordinances *Revised 12/31/19*". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST".

32.11. The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects" and the State of Connecticut Legislature's Special Act No. 01-1.

32.12. Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

32.13. INTEREST OF CITY OFFICIALS. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.

32.14. PROHIBITION AGAINST CONTINGENCY FEES. The Contractor hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

32.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the Contractor set forth in Section 6 herein is greater than

\$2,500,000.00, the City is entitled to receive a copy of any and all Contractor records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

(signature page follows)

IN WITNESS WHEREOF, the parties hereto execute this Contract on the dates signed below

WITNESSES:

CITY OF WATERBURY

Sign: _____

By: _____

Print name:

Neil M. O'Leary, Mayor

Sign: _____

Date: _____

Print name:

WITNESSES:

YOUSCIENCE, LLC

Sign: _____

By: _____

Print name:

Its: _____

Sign: _____

Date: _____

Print name:

ATTACHMENT A

1. Sole Source Procurement documents (attached hereto)
2. Contractor's proposal dated April 3, 2023 (attached hereto)
3. Certificates of Insurance, incorporated by reference (attached hereto)
4. All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference
5. All Required Licenses (see attached Document)
6. See **REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS** attached

REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS

dated June 2021

Contractor shall comply with all applicable Federal statutes, regulations, executive orders, the American Rescue Plan Act, and any interpretive guidance by other parties in any agreements it enters into with other parties relating to these funds. Compliance requirements specifically include Sections 602 (b) and 603 (b) of the Social Security Act as added by Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021).

In addition:

1. Contractor shall comply with regulations adopted by the Treasury pursuant to section 602(f) of the Social Security Act, and guidance issued by the Treasury regarding the foregoing and shall comply with all other applicable federal statutes, regulations, and executive orders.

Federal regulations applicable to this contract include, without limitation, the following:

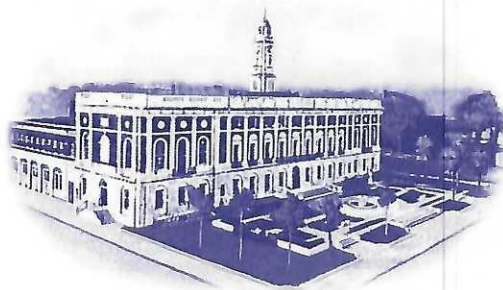
- 1.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2, C.F.R. Part 200
- 1.2 Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- 1.3 Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- 1.4 OMB Guidelines on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement too include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F. R. Part 180 and treasury's implementing regulation at 31 C.F.R. Part 19.
- 1.5 Recipient Integrity and Performance matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- 1.6 Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- 1.7 New Restrictions on Lobbying, 31 C.F.R. Part 21.
- 1.8 Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§4601-4655) and implementing regulations.
- 1.9 Generally applicable federal environmental laws and regulations.
- 1.10 Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibits discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.
- 1.11 The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status or disability.
- 1.12 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
- 1.13 The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibits

- discrimination on the basis of age in programs or activities receiving federal financial assistance.
- 1.14 Title II of the American with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereof.
 - 1.15 The contractor, its subcontractors and assigns, shall comply with following assurances:
 - 1.15.1 Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or natural origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
 - 1.15.2 Contractor acknowledges that Executive Order 13166, “Improving Access to Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with the department of Treasury’s directives, to ensure that FEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Contractor’s programs, services, and activities.
 - 1.15.3 Contractor agrees to consider the need for language services for LEP persons when Contractor develops applicable budgets and conducts programs, services and activities. As a resource the Department of Treasury has published its LEP guidance at 70 CFR 6067. For more information on taking reasonable steps to provide meaningful access to LEP persons, please visit <http://www.lep.gov>.
 - 1.15.4 Contractor acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor’s successors, transferees, and assigns for the period in which such assistance is provided.
 - 1.16 The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000 et seq., as implemented by

the Department of Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

- 1.17 Seat Belt Use. Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- 1.18 Reducing Text Messaging When Driving. Contractor is encouraged to adopt and enforce policies that ban text messaging while driving.
- 1.19 If Contractor produces any publication with funds from an ARPA funded project, Contractor will include in the publication the following language: "This project is supported, in whole or in part, by federal award number _____ awarded to the City of Waterbury, by the U.S. Department of Treasury.
- 1.20 The Contractor shall protect all Whistleblowers as follows:
 - a) Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
 - b) In accordance with 41 U.S.G. §4712, Contractor may not discharge, demote or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, and abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
 - c) The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of the City of Waterbury, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

KEVIN McCaffery
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

To: Michael Merati, Supervisor of Career and Technical Education
From: Kevin McCaffery, Director of Purchasing (KW)
Subject: Sole Source for YouScience, LLC
Date: April 20, 2023

After review of your memo dated April 18, 2023 along with the Sole Source letter from YouScience LLC it is clear they are the only source that provides the applications and services required by your department. Therefore, it is my opinion that this is a sole source procurement per §38.026 SOLE SOURCE PROCUREMENT (B) (1).



Waterbury Public Schools

236 Grand Street ♦ Waterbury, Connecticut 06702 ♦ Phone: (203) 573-5029
Fax: (203) 346-3509 ♦ E-Mail: mmerati@waterbury.k12.ct.us ♦ Twitter: @MichaelMerati

Michael Merati
Supervisor of Career and
Technical Education

April 18, 2023

Good Morning Kevin,

This letter is to request that YouScience, LLC be considered sole source under section 38.026 for the proposed services we are requesting including industry certifications.

As evidenced in the sole source letter, YouScience, LCC is the sole provider of all Precision Exams industry certifications platform and have not been licensed to any third-parties for distribution. YouScience is one of a kind and cannot be purchased from any other vendor. In addition, the YouScience industry certifications platform offers students entry to mid-level certifications that act as tangible proof of their skills and knowledge. Proof that helps them enter the workforce or skip entry level college courses, gain preferred hiring status, or earn a wage increase. YouScience is backed by experts from industry, education, government, associations, and internal specialists that work together to develop and maintain exam standards. All exam standards closely align with current top curriculum to connect what students learn with their certification. YouScience also enables educators to access validated industry standards, exams, and data to support programs and meet federal and state requirements. YouScience also provides comprehensive pre and post assessments that lets educators measure student growth, drive program improvements, and adapt to local pathway needs. There are more than 200 certification exams available in a secure testing portal in all national career clusters and soft skills, built in reporting, are expertly produced, offer stackable certifications, remote proctoring on a secure portal, and are aligned with leading curricula. Exams are audited in cycles by a group of subject matter experts from industries and education. YouScience closely monitors rapidly advancing areas to stay abreast of changes. When industries adapt and change, YouScience does as well.

With your permission we would like to use YouScience, LLC to provide WPS students with the opportunity to earn industry recognized credentials.

Thanks for your time,

Michael Merati



751 Quality Drive, Suite 200, American Fork, UT 84003-3368

Date: 1 October 2022
Re: Sole Source
To: Whom It May Concern:

YouScience, LLC (inclusive of the YouScience, LLC and Precision Exams, LLC brands, products, sub-brands, and sub-products – collectively "YouScience") is the sole source provider, developer, and seller of the following products, including those represented in pending patents No. 14/516,248 and No. 17/144,526 ("Career Decision Support System"), and No. 16/039,421 ("Educational Program Matching"):

YouScience Aptitude-based Guidance, YouScience Profile, YouScience Discovery, YouScience Snapshot, YouScience Summit, YouScience Aptitude Assessments, YouScience Aptitude Battery, YouScience Insights, YouScience Personalized Fit Index (PFI), YouScience Interest Survey, YouScience Personality Assessment, YouScience Ranked Career Recommendations, YouScience Career Decision Support System and Method, YouScience Career Pathway Recommendations, YouScience Career Exploration Experiences, YouScience Aptitude+Interest+Overall Sort, YouScience Analytics, YouScience Systems and Methods for Educational Program Matching Based on Career Fit Scores, YouScience Academic Counseling, YouScience Individual Graduation Plan (IGP), YouScience Self-Advocacy, YouScience Career Cards, YouScience Report Suite, YouScience Training Suite, Precision Exams Item Analysis Suite, Precision Exams Report Suite, Precision Exams Test Engine, Precision Exams Proctor Administration, Precision Exams Industry Certification Consolidation Reporting (ICCR), Precision Exams Authoring Tool, Precision Exams Career Skills Certification(s), Precision Exams Career Skills Exam(s), Precision Exams Career Skills Performance Evaluation(s), Precision Exams Career Skills Exam Standard(s), Precision Exams Capstone, Precision Exams Career Skills Blueprints, Precision Exams Career Pathway Application, Precision Exams Career Pathway Reports, and the Precision Exams Training Suite; additionally, YouScience is the sole source provider, distributor and seller to third-parties of the Utah Skill Certificate Exams, Standards, and Blueprints, and the National Health Science Assessment (NHSA) exams for the National Consortium for Health Science Education (NCHSE).

Each of the YouScience products and their associated marks and sub-marks are exclusively owned by YouScience, LLC. The YouScience products use proprietary systems and patent pending algorithms developed by YouScience.

All YouScience products are exclusively delivered by YouScience. These products have not been licensed to any third-parties for distribution, and unauthorized use is policed and prohibited.

Sincerely,

Edson Barton
CEO
YouScience, LLC

STATE OF UT
COUNTY OF Utah
On 10/11/2022 before me, Audrey Nielsen
Personally appeared Edson Barton
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument

WITNESS my hand and official seal.

Audrey Nielsen
(SIGNATURE OF NOTARY)



Audrey Nielsen
Notary Public, State of Utah
Commission # 708068
My Commission Expires
September 4, 2023



Waterbury Public Schools - renewal

Waterbury Public Schools

58 Griggs Street

Waterbury, CT 6704

United States

Reference: 20230403-092733095

Quote created: April 3, 2023

Quote expires: July 2, 2023

Quote created by: Melissa McClure

Customer Success Manager

melissa.mcclure@youscience.com

+13852730752

Mike Merati

mmerati@waterbury.k12.ct.us

+12035735029 ext 11342

Comments from Melissa McClure

Thank you for your continued partnership.

Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
Certification Site License: Career Skills Certification Site License		15	\$5,450.00 / year	\$81,750.00 / year for 1 year
Locations: Crosby High School, Kennedy High School, Wilby High School, Waterbury Career Academy High School, and Waterbury Arts Magnate School.				
The high school site license includes unlimited admins, teachers, and students.				
*Unlimited access to full exam library (including 21st Century Skills Suite)				
*Unlimited testing (pre/post/benchmark/retakes)				
*Access to analytic tools and admin dashboard				

Item & Description	SKU	Quantity	Unit Price	Total
Certification Site License: Career Skills Certification Small School Site License Location: Enlightenment School Small high school site license includes unlimited admins, teachers and students. Based on FTE. *Unlimited access to full exam library (including 21st Century Skills Suite) *Unlimited testing (pre/post/benchmark/retakes) *Access to analytic tools and admin dashboard		3	\$2,085.00 / year	\$6,255.00 / year for 1 year
Certification Site License: Career Skills Certification Small School Site License State Street School Small high school site license includes unlimited admins, teachers and students. Based on FTE. *Unlimited access to full exam library (including 21st Century Skills Suite) *Unlimited testing (pre/post/benchmark/retakes) *Access to analytic tools and admin dashboard		3	\$885.00 / year	\$2,655.00 / year for 1 year
Subtotals				
Annual subtotal				\$90,660.00
Other Fees				
Multi-year discount				(\$9,066.00) 10.0% discount
			Total	\$81,594.00

Purchase terms

This quote is for a 3-year purchase with a start date of 5/31/2023 and an end date of 5/31/2026.

Questions? Contact me



Melissa McClure

Customer Success Manager

melissa.mcclure@youscience.com

+13852730752

YouScience

751 Quality Drive, Suite 200

American Fork, UT 84003

US

**CITY OF WATERBURY
DEPARTMENT OF FINANCE – RISK MANAGEMENT
CERTIFICATE OF INSURANCE REVIEW FORM**

Contract Recipient or Vendor Name: YouScience LLC

Requesting Department: BOE

Department Contact: Jerry Gay jerry.gay@waterbury.k12.ct.us
Mike Merati mmerati@waterbury.k12.ct.us

Description of work to be performed: Online Website subscription for students and teachers allowing access to digital certification exams

Estimated Contract Duration and End Date: multi

Date Reviewed: 04/28/2023

Insurance Certificate Term: 12/28/2022 – 12/28/2023

Payment / Performance Bond:
Verification of Existence of Fidelity and Surety in CT
https://portal.ct.gov/-/media/CID/1_Lists/licencom.pdf

Certificate Meets Insurance Specifications: Yes

Insurance Carrier A.M. Best Rating: A-/7 or better

Comments:

Approved: Yes

 5/1/23

Risk Manager or Authorized Designee



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/10/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Neilson & Phillips Insurance Services, Inc. 938 S. Main Street ste 204 Pleasant Grove UT 84062	CONTACT NAME: Scott Neilson PHONE (A/C, No, Ext): (000) 000-000- E-MAIL ADDRESS: scott@neilson-phillips.com FAX (A/C, No): (000) 000-000-
INSURED	YouScience LLC 751 Quality Drive STE 200 American Fork UT 84003-	INSURER(S) AFFORDING COVERAGE INSURER A: ACE Property and Casualty Insurance Company INSURER B: Lloyds of London Insurance Group INSURER C: Scottsdale Indemnity Insurance Co. INSURER D: INSURER E: INSURER F:
		NAIC # 20699 15580

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	x	x	D95781019	12/28/2022	12/28/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	x	x	D95781032	12/28/2022	12/28/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Cyber Liability /Tech E&O	x		WG-00006042-AB	12/28/2022	12/28/2023	Total Limit \$2,000,000
C	Cyber and E&O Excess			EKS-3461428	12/28/2022	12/28/2023	Total Limit \$3,000,000 Deductible \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CANCELLATION EXCEPTION: 10 DAYS NOTICE FOR NON-PAYMENT OF PREMIUM.

Project/Location: Career aptitudes and industry recognized credentials.

The City of Waterbury and BOE is listed as additional insured on a primary and non-contributory basis per attached endorsement.

Waiver of Subrogation applies per attached.

CERTIFICATE HOLDER

CANCELLATION

AI 126591

City of Waterbury 235 Grand Street, 3rd Floor Waterbury, CT 06702-	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Fax: () -

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/13/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Jeff Utz c/o Arthur J. Gallagher Risk Management Services 6967 South River Gate Drive, Suite 200 Salt Lake City, UT 84047	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: brittney_sheldon@ajg.com ADDRESS: FAX (A/C, No):
INSURED YouScience LLC c/o Helpline LLC 395 West 600 North Suite 100 Lindon, UT 84042	INSURER(S) AFFORDING COVERAGE INSURER A: American Zurich Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 40142

COVERAGES

CERTIFICATE NUMBER: 22UT0121016953

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A	WC 16-90-280-02	03/01/2022	03/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
				Location Coverage Period:	03/01/2022	03/01/2023	Client# 133789-UT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage is provided for only those co-employees of, but not subcontractors to:
YouScience LLC
751 Quality Dr Ste 200
American Fork, UT 84003

CERTIFICATE HOLDER

City of Waterbury - Education Department
c/o Supervisor of Career & Technical Education
236 Grand Street
Waterbury, CT 06702

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

CITY OF WATERBURY
Insurance Bid Specifications Recommendation
RISK MANAGEMENT

Submitting Department: BOE

Contact Name: Jerry Gay jerry.gay@waterbury.k12.ct.us

Mike Merati mmerati@waterbury.k12.ct.us

Description of Project/Work/Services: Online website subscription for students and teachers allowing access to digital certification exams

Insurance Requirements

Contractor/Vendor shall agree to maintain in force at all times during the contract the following minimum coverages and shall name the City of Waterbury and the Waterbury Board of Education as an Additional Insured on a primary and non-contributory basis to all policies, except Workers Compensation. All policies should also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A-" "VIII".

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

Original, completed Certificates of Insurance must be presented to The City of Waterbury and the Waterbury Board of Education prior to contract issuance. Contractor/Vendor agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverages altered, 30 days written notice must be given to the City of Waterbury and the Waterbury Board of Education.

General Liability:

\$1,000,000 each Occurrence

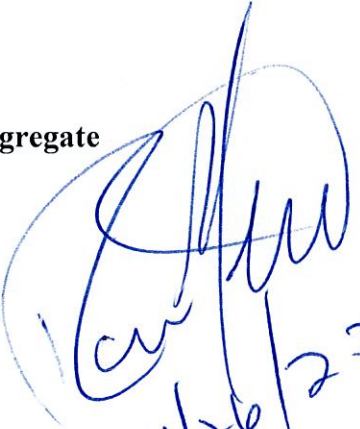
\$2,000,000 General Aggregate

\$2,000,000 Products/ Completed Operations Aggregate

Professional Liability/E&O:

\$1,000,000 each Wrongful Act

\$1,000,000 Aggregate


4/26/23

Wording for Additional Insured Endorsement and Waiver of Subrogation:

The City of Waterbury and its Board of Education is listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability.



Waterbury Public Schools - renewal

Waterbury Public Schools

150 Long Street

Waterbury, CT 06721

Phone: 203-333-1100

Website:

Account Manager: Emily A. Smith

Account ID: 1000000000000000

Contract Number: 1000000000000000

Contract Start Date: April 1, 2023

Contract End Date: July 1, 2024

Contract Owner: Melissa McClure

Contract Status: Active

Contract Type: License

Contract ID: 1000000000000000

Comments from Melissa McClure

Thank you for your continued partnership.

Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
Certification Site License: Career Skills Certification Site License		15	\$5,450.00 / year	\$81,750.00 / year for 1 year
Locations: Crosby High School, Kennedy High School, Wilby High School, Waterbury Career Academy High School, and Waterbury Arts Magnate School.				
The high school site license includes unlimited admins, teachers, and students.				
*Unlimited access to full exam library (including 21st Century Skills Suite)				
*Unlimited testing (pre/post/benchmark/retakes)				
*Access to analytic tools and admin dashboard				

Item & Description	SKU	Quantity	Unit Price	Total
Certification Site License: Career Skills Certification Small School Site License Location: Enlightenment School Small high school site license includes unlimited admins, teachers and students. Based on FTE. *Unlimited access to full exam library (including 21st Century Skills Suite) *Unlimited testing (pre/post/benchmark/retakes) *Access to analytic tools and admin dashboard		3	\$2,085.00 / year	\$6,255.00 / year for 1 year
Certification Site License: Career Skills Certification Small School Site License State Street School Small high school site license includes unlimited admins, teachers and students. Based on FTE. *Unlimited access to full exam library (including 21st Century Skills Suite) *Unlimited testing (pre/post/benchmark/retakes) *Access to analytic tools and admin dashboard		3	\$885.00 / year	\$2,655.00 / year for 1 year
Subtotals				
Annual subtotal				\$90,660.00
Other Fees				
Multi-year discount				(\$9,066.00) 10.0% discount
			Total	\$81,594.00

Purchase terms

This quote is for a 3-year purchase with a start date of 5/31/2023 and an end date of 5/31/2026.

Questions? Contact me



Melissa McClure

Customer Success Manager

melissa.mcclure@youscience.com

+13852730752

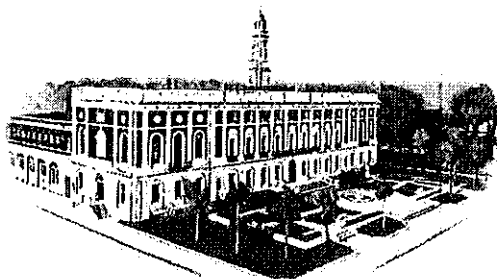
YouScience

751 Quality Drive, Suite 200


American Fork, UT 84003

US

KEVIN McCaffery
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

To: Michael Merati, Supervisor of Career and Technical Education
From: Kevin McCaffery, Director of Purchasing 
Subject: Sole Source for YouScience, LLC
Date: April 20, 2023

After review of your memo dated April 18, 2023 along with the Sole Source letter from YouScience LLC it is clear they are the only source that provides the applications and services required by your department. Therefore, it is my opinion that this is a sole source procurement per §38.026 SOLE SOURCE PROCUREMENT (B) (1).



Waterbury Public Schools

236 Grand Street ♦ Waterbury, Connecticut 06702 ♦ Phone: (203) 573-5029
Fax: (203) 346-3509 ♦ E-Mail: mmerati@waterbury.k12.ct.us ♦ Twitter: @MichaelMerati

Michael Merati
Supervisor of Career and
Technical Education

April 18, 2023

Good Morning Kevin,

This letter is to request that YouScience, LLC be considered sole source under section 38.026 for the proposed services we are requesting including industry certifications.

As evidenced in the sole source letter, YouScience, LCC is the sole provider of all Precision Exams industry certifications platform and have not been licensed to any third-parties for distribution. YouScience is one of a kind and cannot be purchased from any other vendor. In addition, the YouScience industry certifications platform offers students entry to mid-level certifications that act as tangible proof of their skills and knowledge. Proof that helps them enter the workforce or skip entry level college courses, gain preferred hiring status, or earn a wage increase. YouScience is backed by experts from industry, education, government, associations, and internal specialists that work together to develop and maintain exam standards. All exam standards closely align with current top curriculum to connect what students learn with their certification. YouScience also enables educators to access validated industry standards, exams, and data to support programs and meet federal and state requirements. YouScience also provides comprehensive pre and post assessments that lets educators measure student growth, drive program improvements, and adapt to local pathway needs. There are more than 200 certification exams available in a secure testing portal in all national career clusters and soft skills, built in reporting, are expertly produced, offer stackable certifications, remote proctoring on a secure portal, and are aligned with leading curricula. Exams are audited in cycles by a group of subject matter experts from industries and education. YouScience closely monitors rapidly advancing areas to stay abreast of changes. When industries adapt and change, YouScience does as well.

With your permission we would like to use YouScience, LLC to provide WPS students with the opportunity to earn industry recognized credentials.

Thanks for your time,

Michael Merati



751 Quality Drive, Suite 200, American Fork, UT 84003-3368

Date: 1 October 2022
Re: Sole Source
To: Whom It May Concern:

YouScience, LLC (inclusive of the YouScience, LLC and Precision Exams, LLC brands, products, sub-brands, and sub-products – collectively "YouScience") is the sole source provider, developer, and seller of the following products, including those represented in pending patents No. 14/516,248 and No. 17/144,526 ("Career Decision Support System"), and No. 16/039,421 ("Educational Program Matching"):

YouScience Aptitude-based Guidance, YouScience Profile, YouScience Discovery, YouScience Snapshot, YouScience Summit, YouScience Aptitude Assessments, YouScience Aptitude Battery, YouScience Insights, YouScience Personalized Fit Index (PFI), YouScience Interest Survey, YouScience Personality Assessment, YouScience Ranked Career Recommendations, YouScience Career Decision Support System and Method, YouScience Career Pathway Recommendations, YouScience Career Exploration Experiences, YouScience Aptitude+Interest+Overall Sort, YouScience Analytics, YouScience Systems and Methods for Educational Program Matching Based on Career Fit Scores, YouScience Academic Counseling, YouScience Individual Graduation Plan (IGP), YouScience Self-Advocacy, YouScience Career Cards, YouScience Report Suite, YouScience Training Suite, Precision Exams Item Analysis Suite, Precision Exams Report Suite, Precision Exams Test Engine, Precision Exams Proctor Administration, Precision Exams Industry Certification Consolidation Reporting (ICCR), Precision Exams Authoring Tool, Precision Exams Career Skills Certification(s), Precision Exams Career Skills Exam(s), Precision Exams Career Skills Performance Evaluation(s), Precision Exams Career Skills Exam Standard(s), Precision Exams Capstone, Precision Exams Career Skills Blueprints, Precision Exams Career Pathway Application, Precision Exams Career Pathway Reports, and the Precision Exams Training Suite; additionally, YouScience is the sole source provider, distributor and seller to third-parties of the Utah Skill Certificate Exams, Standards, and Blueprints, and the National Health Science Assessment (NHSA) exams for the National Consortium for Health Science Education (NCHSE).

Each of the YouScience products and their associated marks and sub-marks are exclusively owned by YouScience, LLC. The YouScience products use proprietary systems and patent pending algorithms developed by YouScience.

All YouScience products are exclusively delivered by YouScience. These products have not been licensed to any third-parties for distribution, and unauthorized use is policed and prohibited.

Sincerely,

Edson Barton
CEO
YouScience, LLC

STATE OF UT
COUNTY OF Utah
On 10/1/2022 before me, Audrey Nielsen
Personally appeared Edson Barton
personally known to me (or proved to me on the basis of satisfactory evidence)
to be the person(s) whose name(s) is/are subscribed to the within instrument
and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the
Instrument the person(s), or the entity upon behalf of which the person(s)
acted, executed the instrument

WITNESS my hand and official seal.

Audrey Nielsen
(SIGNATURE OF NOTARY)



Audrey Nielsen
Notary Public, State of Utah
Commission # 708068
My Commission Expires
September 4, 2023

CITY OF WATERBURY
DEPARTMENT OF FINANCE - RISK MANAGEMENT
Insurance Bid Specifications Review Request Form

Instructions: Please complete the below sections on this word document and email back to Rona Nickerl at rnickerl@waterburyct.org . Save the word file under a contract reference name and tracking number used within your department and attach to email.

Requesting Department: BOE – Jerry Gay & Mike Merati,

Requesting Department Contact: Jerry Gay

Detailed description of Work/Services to be performed: On Line digital platform access for Teachers and Students for industry certifications via a digital platform. We purchase to get access so students and teachers can take these digital assessments. No interaction with vendor. It is only a website we get access to with the subscription.

Environmental Services Included — If YES, describe: None

Medical Services Included — If YES, describe: None

Hazardous Substances — If YES, describe: None

Will Use of Subcontractors be Permitted? None

Summarize any other Special Conditions: None

Estimated Cost: \$81,594

Contract Term: 3 years.

Summarize Insurance Coverage & Limits used for Previous Contract - If applicable: See attached from prior contract with Precision Exam, which is now YouScience.

CITY OF WATERBURY, RISK MANAGEMENT

Insurance Bid Specifications Recommendation

Submitting Department: Mike Merati & Jerry Gay, Contracts

Contact Name: Jerry Gay

Project: YouScience Digital platform (formally Precision Exams)

Date : 04/25/2023

Description of Work/Services: Teacher & Student access to digital certification exams

Contract Term: 3 years

Recommended Insurance Coverages and Limits: Contractor shall agree to maintain in force at all times during the contract the following minimum coverage's. All policies shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's Rating of VIII. In addition, all Carriers are subject to approval by the City of Waterbury.

General Liability: each \$_____ each Occurrence
\$_____ General Aggregate
\$_____ Products/ Completed Operations Aggregate

Auto Liability: \$_____ Combined Single Limit each Accident
Any Auto, All Owned and Hired Autos

Workers Compensation: WC Statutory Limits
Employer Liability (EL)
\$_____ EL each Accident
\$_____ EL Disease each Employee EL Disease
\$_____ EL Policy Limits

Excess/ Umbrella Liability: \$_____ each Occurrence
\$_____ Aggregate

Builder's Risk/installation Floater Insurance: \$_____ each Occurrence OR Limits equaling
The Value of the Project not necessary not construction

Contractors Pollution Liability Insurance \$_____ each Occurrence/Claim
\$_____ Aggregate

There will be no exclusion for Hazardous materials, including Asbestos and Lead

No construction

Professional Liability/E&O: \$_____ each Wrongful Act
\$_____ Aggregate

Other Insurance Required: Abuse / Molestation Liab Ins. \$_____ each Occurrence
\$_____ Aggregate

(Applicable to Contractors working directly with Youth/Minors) no children that I am aware of

Wording for Additional Insured Endorsement and Waiver of Subrogation:

The City Waterbury is listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Builders Risk and Professional Liability.

Crystal Burr

From: JERRY GAY <jerry.gay@waterbury.k12.ct.us>
Sent: Tuesday, April 25, 2023 4:32 PM
To: Insurance Requests
Cc: Michael Merati
Subject: Limits Req - YouScience digital platform
Attachments: Insurance limits YouScience.docx; Risk Management Limits - YouScience.docx; New 3yr Contract Proposal - YouScience.pdf; Purch Sole Source Approve - YouScience.pdf

Hello,
Please see the attached request for limits for a new contract with YouScience for students and teachers accessing digital exams for various certifications. This was formally Precision Exams. By mutual agreement, we are requesting the final 2yrs of the current 5yr contract with Precision Exams to be canceled so this new three year contract can be executed.

There were some ongoing Insurance issues or questions that were never cleared up from the contract we are requesting to be cancelled that seem to be on requesting relief from an Auto Policy when they are 100% online, then same with WC in not having any CT Employee's, plus never being in a situation of any interactions with Students or Teachers. I would presume the same issues would remain for this new contract, so I am cut/pasting the comments here. Thank You, Jerry Gay

From Feb 16,2023

Hello Friends in Waterbury,,
I am the one that obtains the Certificates of Insurance for our customers.
My first observation is that we may have an issue with the name of the company. I do see in one of the emails "CRT20-182: Precision Exams, LLC."
In February of 2020 we merged with another LLC. We moved, kept Precision Exams' FEIN and kept YouScience's name. Attached is a W-9 with the changes.
I spoke with Rona the other day and explained why we should have some exceptions to your "Recommended Insurance Coverage and Limits."
I haven't heard back from her so I'm putting the explanation in writing instead of just talking to someone over the phone.
First, the issue of upping our auto coverage. We ONLY drive in Utah. We will NEVER be in Connecticut. Therefore, we ask for an exception to that requirement.
Second, we request that the recommended Waiver of Subrogation for Workers' Comp not be required of us.. We do not have ANY employees in Connecticut. If we were to hire anyone there, we will comply with your recommendation.
Third, we will NEVER be in Waterbury or have interactions with students
I am attaching the Certificates of Insurance once again. I hope the explanations help in showing that we have the coverage you need.
If you have any questions, please contact me on my mobile phone listed below. Please let us know.
Thank you and have a Blessed Friday Eve!

* Audrey

Audrey Nielsen

Contract & Accounting Specialist

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Crystal Burr

From: JERRY GAY <jerry.gay@waterbury.k12.ct.us>
Sent: Thursday, April 27, 2023 1:18 PM
To: Insurance Requests
Subject: COI Approve - YouScience
Attachments: Waterbury_CT - General Liability - 23.02.13 (1).PDF; Waterbury_CT - WC Insurance - 23.02.13 (1).pdf; Waterbury.Certificate of Insurance. 2023.pdf; RM Limits - YouScience.pdf

Hello, You science has provided the attached COI to be approved for their new contract. Thanks,

Jerry Gay, Contracts Manager
Waterbury Board of Education
236 Grand Street, Rm 263
Waterbury, CT. 06702
203-346-3989 ; Ext 11225
jerry.gay@waterbury.k12.ct.us

This email message, including any attachment(s), is for the exclusive use of the intended recipients and may contain confidential and/or privileged information under applicable federal and state laws, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA). If the reader of this message is not an intended recipient, you are hereby directed to delete and destroy this message and any copies of the same and to contact the sender immediately. Any unauthorized review, use, disclosure or distribution of this message, including any of its attachment(s), is strictly prohibited.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #14.18

June 13, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approved Amendment One (1) to the Professional Services Agreement with Facility Support Services, LLC, for On-call Environmental Services and Ahera Inspection, subject to any non-substantive changes approved by the Corporation Counsel's office.

Memorandum

To: Board of Education

From: Mike Konopka, School Inspector, School Inspector's Office BOE

Date: June 5, 2023

Re: **Board of Education Approval Request / Executive Summary** – Board of Education Contract between City of Waterbury and Facility Support Services, LLC.

The School Inspector's Office respectfully requests your approval of the above-referenced contract amendment in the amount of \$24,000.00, between The City of Waterbury and Facility Support Services, LLC.

The funding source for this project is the Capital Budget.

The Contractor Shall Substantially Complete all work and services required under this Contract by August 15, 2023.

Accordingly, attached for your review and consideration are the requisite number of copies of the proposed contract.

Please note further that an electronic version and one complete set ("record copy") of Documents, including Contract, Proposals, has been placed on file with the City Clerk's Office.

Lastly, please be advised that the department will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter.

Thank you.



Mike Konopka
Attachment

cc: Attorney Lynn McHale, via email, w/o attachment.

**Amendment No. 1 to
PROFESSIONAL SERVICES AGREEMENT
RFP No. 7181**

for

ON-CALL ENVIRONMENTAL SERVICES AND AHERA INSPECTION

between

The City of Waterbury, Connecticut

and

Facility Support Services, LLC

THIS Amendment No. 1, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and Facility Support Services, LLC, located at 121 North Plains Industrial Road, Unit F, Wallingford, CT 06942, a State of Connecticut duly registered domestic limited liability company (the "Consultant").

WHEREAS, on July 11, 2022, the parties hereto fully executed the **Professional Services Agreement RFP No. 7181 for ON-CALL ENVIRONMENTAL SERVICES AND AHERA INSPECTION ("Original Agreement")**; and

WHEREAS, the parties hereto recognize that certain additional work and services consistent with the original scope of services of the **Original Agreement** may be required during the term of the **Original Agreement**; and,

WHEREAS, the parties hereto seek to amend the **Original Agreement** to increase the Owner Controlled Contingency by **\$24,000.00** for additional testing services necessitated by various HVAC upgrade projects and emergency testing services as needed for the duration of the contract.

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

- 1.** The foregoing recitals are incorporated herein by reference as if fully stated herein.
- 2. Section 6.1. Fee Schedule of the Original Agreement shall be amended with the following text:**

"6.1.1 The Owner Controlled Contingency Allowance shall be increased by \$24,000.00 from \$10,000.00 to \$34,000.00 at rates in accordance with the Consultant's revised Price Proposal, dated April 1, 2022 and consisting of 3 pages, attached hereto and made a part hereof."

6.1.2 The total maximum fee payable to the Consultant pursuant to the **Original Agreement**, as amended by this **Amendment No. 1**, shall be **FIFTY-THREE THOUSAND SEVEN HUNDRED TEN DOLLARS and ZERO CENTS (\$53,710.00).**”

3. Except as expressly modified herein, all the terms, conditions and provisions of the **Original Agreement** shall remain in full force and effect and binding upon the parties hereto.

(signature page follows)

IN WITNESS WHEREOF, the parties hereto execute this **Amendment No. 1** on the dates signed below.

WITNESSES:

CITY OF WATERBURY

Sign:_____

Print name:

By:_____

Neil M. O'Leary, Mayor

Sign:_____

Print name:

Date: _____

WITNESSES:

FACILITY SUPPORT SERVICES, LLC

Sign:_____

Print name:

By:_____

Print name:

Its _____

Sign:_____

Print name:

Date: _____

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON POLICY & LEGISLATION

Item #15.1

June 13, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Policy & Legislation moves that the Waterbury Board of Education approve revised policy #5114 – Suspension and Expulsion.

Discipline/Student Conduct Policy***STUDENT CONDUCT***

It is a privilege to be a part of the Waterbury School System. We expect all students to observe the basic rules for maintaining order and decorum while in the educational environment. The adherence to the rules and expectations will encourage the development of good citizenship skills throughout the lives of our students. The Waterbury School System will provide opportunities for all students to maximize their skills and talents in an atmosphere where teaching and learning flourish under the never-wavering belief that all students can be exemplary. The articles and behavioral expectations are set forth for all members of the Waterbury School System.

These expectations include:

- Norms, values, and expectations that support people feeling socially, emotionally, physically and intellectually safe
- Members of the school community are engaged and respected
- Students, families and educators work together to develop, live and contribute to a shared school vision
- Educators model and nurture attitudes that emphasize the benefits and satisfaction gained from learning
- Each person contributes to the operations of the school and the care of its social, emotional, intellectual and physical environment

National School Climate Standards

The Waterbury Public School System is committed to providing the best possible education in the best possible environment for all of its students in an effort to fulfill this commitment, the Waterbury Public Schools have integrated the Positive Behavioral Interventions and Support (PBIS) program as a framework to further develop positive school climates and positive relationships throughout the district. PBIS reinforces the National School Climate Standards.

The Board of Education supports the utilization of progressive discipline.

The development of good discipline practices is the concern of all persons involved in the education of youth. To this end, thoughtful and patient effort is required in order to reach pupils in a way which will help and guide them in achieving self-discipline. Such measures may involve, but are not limited to interventions, restorative measures, removal, suspension, or expulsion. Whatever measure is employed, it must always be fair, dignified, and consistent.

Inquiries and complaints concerning the applicability of the aforementioned laws and regulations may be referred to:

U.S. Department of Education
Office for Civil Rights (OCR)
Lyndon Baines Johnson Department of Education Bldg.
400 Maryland Avenue, SW
Washington, DC 20202-1100
Telephone: 800-421-3481
FAX: 202-453-6012; TDD: 877-521-2172
Email: OCR@ed.gov

Discipline/Student Conduct Policy, continued**ARTICLE 1
EXCLUSION FROM SCHOOL FOR DISCIPLINARY PURPOSES*****SECTION 1******1. Definitions***

- a. "Exclusion" means any denial of public school privileges to a pupil for disciplinary purposes.
- b. "Removal" means an exclusion from a classroom for all or part of a single class period, provided such exclusion shall not extend beyond ninety minutes.
- c. "Suspension" means an exclusion from school privileges for no more than ten (10) consecutive school days, provided such exclusion shall not extend beyond the end of the school year in which such suspension was imposed. Suspensions pursuant to this policy shall be in-school suspensions except (1) for students in grades three (3) to twelve (12), inclusive, if, (A) the administration determines that the pupil being suspended poses such a danger to persons or property or such a disruption of the education process that the pupil shall be excluded from school during the period of suspension or (B) the administration determines that an out of school suspension is appropriate for such pupil based on evidence of (i) previous disciplinary problems that have led to suspensions or expulsion of such pupil and (ii) efforts by the administration to address such disciplinary problems through means other than out of school suspensions including positive behavior support strategies or (2) for grades preschool to grade two (2), inclusive, if during the hearing held, the administration determines that an out-of-school suspension is appropriate for such pupil based on evidence that such pupil's conduct on school grounds is of a violent or sexual nature that endangers persons.
- d. "Expulsion" means an exclusion from school privileges for more than ten consecutive school days and shall be deemed to include, but not be limited to, exclusion from the school to which such pupil was assigned at the time such disciplinary action was taken, provided such expulsion shall not extend beyond a period of one calendar year (12 consecutive months). Such period of exclusion may extend to the school year following the school year in which such exclusion was imposed.
- e. "Emergency" means a situation under which the continued presence of the pupil in school poses such a danger to persons or property or such a disruption of the educational process that a hearing may be delayed until a time as soon after the exclusion of such pupil as possible.
- f. "Probation" means a warning which has an automatic penalty if offense is repeated.
- g. "School" means any school under the direction of the Board of Education.
- h. "Off-campus behavior" means behavior off school grounds which violates school policy and is seriously disruptive to the educational process.

SECTION 2***1. Removal***

- a. The Board of Education authorizes teachers, with the approval of the building principal, or his/her designee, to remove a pupil, except those students covered under Article 6 below, from class when such pupil deliberately causes a serious disruption of the educational process within the classroom, provided no pupil shall be removed from class more than six times in any year nor more than twice in one week unless such pupil is granted an informal hearing by the building principal or his/her designee in accordance with the provisions below.

Discipline/Student Conduct Policy, continued

- b. Whenever any teacher removes a pupil from the classroom, such teacher shall send him/her to an area designated by the building principal with a designated staff member to supervise, and send the name of the pupil against whom such disciplinary action was taken and the reason therefore to the principal.
 - c. Each teacher shall maintain an individual pupil log of interventions in accordance with the designated form. The teacher shall provide the original copy of such log to the building principal when referring a pupil for disciplinary action. This log will be provided for disciplinary action in accordance with the designated form. If removal from a classroom does not result in disposition of the disciplinary case within ninety minutes, the building principal must consider the case a suspension and follow procedures in Section 4 following. (Maintenance of logs is required by the Office of Civil Rights.)
2. **Notification** – Parents shall be notified in order to solicit their cooperation in an effort to alter the student's behavioral pattern before more serious problems develop which will require disciplinary action at the suspension level.
- a. By telephone, the principal or designee may make attempts to immediately notify the parent or guardian of the student about the removal and state the cause(s) which led to the removal.
 - b. Whether or not telephone contact is made with the parent or guardian, the principal or designee shall forward a letter to such parent or guardian to the most current address within one school day of the removal action and offer the parent or guardian an opportunity for a conference to discuss same. All notices, written and/or oral, required by this policy shall be in English or in the primary language of the home if fluency in English is limited.
 - c. If a student is eighteen years of age or older, any notice required by this policy shall also be given to the student.
 - d. The principal or designee shall maintain a file of removal reports and copies shall be sent to the school counselor and one will be placed in the student's permanent record file.

3. **Chronic Behavior Problems**

Referral to Planning and Placement Team

Each board of education shall accept and process referrals from appropriate school personnel, as well as from a child's parents; or from a physician, clinic or social worker, provided the parent so permits, in order to determine a child's eligibility for special education and related services. A board of education shall make available a standard referral form which shall be used in all referrals. Before a child is referred to a planning and placement team, alternative procedures and programs in regular education shall be explored and, where appropriate, implemented. Provision shall be made for the prompt referral to a planning and placement team of all children who have been suspended repeatedly or whose behavior, attendance or progress in school is considered unsatisfactory or at a marginal level of acceptance. (Effective September 1, 1980) See Conn State Reg.10-76d 7.

Discipline/Student Conduct Policy, continued

A process shall be developed by the building principal or Building Intervention Team, to systematically review all discipline and suspension records on a quarterly basis and begin the referral process (i.e., for any student whose behavior problems could be described as chronic or excessive).

SECTION 3
IN-SCHOOL SUSPENSION ROOM PROCEDURES

1. A student must report on time after homeroom with all assignments, or an additional day of In-school suspension may be assigned.
2. A student is required to follow all rules for In-school suspension and stay on task at all times. The In-school suspension room instructor will review the In-school suspension rules and the In-school suspension rubric and score sheet with the student at the commencement of the first day of In-school suspension.
3. A student must complete the character education assignment given them by the In-school teacher in the first period and all other assigned work must be completed satisfactorily.
4. A student who fails to follow In-school suspension rules and procedures may result in additional time in the In-school room or other consequence.
5. The in-school suspension room instructor shall follow the district wide model for In-school suspensions and may assign additional classroom work to the student when appropriate.
6. In-School suspension cannot be assigned for more than ten (10) consecutive days or more than fifteen (15) times or a total of fifty (50) days in one school year.
7. In-school suspension shall be held in a classroom in each school which room shall be kept closed, separated from the rest of the school and the room shall be quiet and orderly at all times.
8. If in-school suspension is completed successfully, the student will receive full credit for the school work completed therein and will be allowed to participate in after school activities.
9. The in-school suspension instructor shall follow school policy for the proper operation of the In-school suspension classroom and shall at all times implement the grading rubric designed for the City's in-school suspension classrooms and all other rules associated with it to insure that all in-school suspension classrooms and instructors are operated consistently and uniformly in the District.
10. For special education and Section 504 students, a copy of their IEP or Section 504 plan should be submitted to the In-school suspension instructor on or before the student's In-school suspension.

Discipline/Student Conduct Policy, continued**SECTION 4
SUSPENSION****1. Procedures Governing Suspension**

Unless an emergency situation requiring the student's immediate exclusion exists, the principal shall observe the following procedures in all actions which may lead to suspension except for those students covered under Article 6 below. In the event of an emergency, the procedure must be initiated as soon after the cessation of the emergency as possible, but no later than 72 hours after the exclusion.

No student shall be suspended, as suspension is defined in Section 1 above, more than ten (10) times or a total of fifty (50) days in one school year, whichever results in fewer days of exclusion, unless such student is granted a formal hearing in accordance with the procedures governing Board hearings concerning Expulsion.

a. Informal Hearings

- i. No student shall be suspended prior to having an informal hearing before the principal or his/her designee. The student will be informed of the charges which have been written.
- ii. The student shall be granted an opportunity to refute the charges against him/her.
- iii. The principal or designee shall inform the student of the disciplinary action to be imposed.

b. Notification

- i. By telephone, the principal or designee shall make all possible attempts to immediately notify the parent or guardian of the student about the suspension and state the cause(s) leading to the suspension.
- ii. Whether or not telephone contact is made with the parent or guardian, the principal or designee shall forward a letter to such parent or guardian to the most recent address reported on school records within one school day of the suspension action and offering the parent or guardian an opportunity for a conference to discuss same.
- iii. Notice of the original suspension shall be transmitted by the principal or designee to the Superintendent of Schools by the close of the school week following the commencement of the suspension.
- iv. If a student is eighteen years of age or older, any notice required by this policy shall also be given to the student.
- v. Any pupil who is suspended shall be given an opportunity to complete any classwork including, but not limited to, examinations which such pupil missed during the period of suspension.

**SECTION 5
NOTIFICATION TO PARENTS**

1. Within three weeks of the effective date of this policy, within three weeks of the beginning of each school year thereafter, and at other such times as it deems appropriate, this policy shall be distributed to students (Grades K–12) and parents (or legal guardians, if known to be other than parents) and to school employees printed in the English language with notices appended thereto in the Spanish language.

Discipline/Student Conduct Policy, continued

2. All notices, written or oral, required by this policy shall be in English and in the primary language of the home. All notices shall be made in simple and commonly understood words to the extent possible. All hearings and conferences required by this policy shall be conducted by persons fluent in the primary language of the student's home or with the assistance of an interpreter. The constitutional rights of all students and school staff will be upheld.
3. Each board shall further provide an effective means of notifying the parents or guardian of any minor pupil against whom the disciplinary action authorized by the provisions of this act has been taken. Such notice shall be given within twenty-four hours of the time such pupil has been excluded.

**ARTICLE 2
ASSAULT ON STAFF**

1. In the event of an assault committed on a member of the staff, the Board of Education authorizes that staff person to (a) retreat if possible, (b) defend himself/herself, utilizing only what force is reasonably necessary. All assaults on staff are to be reported immediately by the building principal or his/her designee to the police for prosecution, to the Superintendent (for disciplinary action if the perpetrator is a pupil) and to the Clerk of the Board. All staff members, both professional and non-professional, shall cooperate with police and prosecution authorities in prosecuting the perpetrator to the full extent of the law.
2. The victim of assault is encouraged by the Board to seek compensation from the offender and/or his/her parents by means of legal action.
3. The Board of Education shall hold harmless any member of the staff from loss and expense including legal fees and costs coming out of any claim by reason of that staff member defending himself/herself, another staff member, or pupil from assault in accordance with Section 10-235 of the Connecticut General Statutes.

**ARTICLE 3
SUSPENSION OF SCHOOL BUS PRIVILEGES**

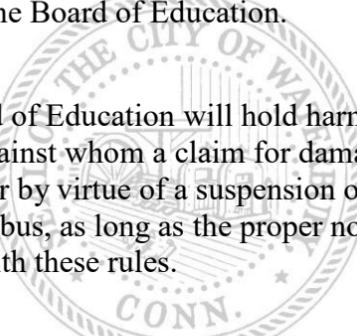
The Board of Education authorizes the administration of the schools under its direction to suspend school bus privileges for any pupil whose conduct endangers persons or property or is seriously disruptive of the transportation process, or which conduct is violative of a publicized policy of the Board.

1. Unless an emergency exists, no pupil shall be suspended without an informal hearing before the principal of the school the pupil attends or his/her designee at which student shall be informed of the reasons for such action and given an opportunity to explain the situation. If an emergency exists such hearing shall be held as soon after the suspension as possible.
2. Prior to reinstatement of bus privileges if said suspension exceeds five (5) school days, the pupil, his/her parent or legal guardian may appeal for reinstatement at a hearing with the principal or his/her designee to show cause why said pupil shall be reinstated.

Discipline/Student Conduct Policy, continued

3. In the event of suspension of school bus privileges of a pupil, the responsibility of getting the pupil to and from school rests with the parent or guardian. In considering this option, it is advisable for school administrators to assure that alternative arrangements are made with the parent or guardian for safe transportation of the student to and from school and if no such arrangements can be made, to consider other alternatives to such disciplinary actions.
4. Unless an emergency exists, the parent or legal guardian of a child when school bus privileges have been suspended shall be notified one (1) day in advance of such suspension of the reason therefore and the duration thereof.
5. The duration of the suspension of school bus privileges is within the discretion of the principal or his/her designee and is to be rationally based upon the nature and severity of the disruption and the likelihood of repetition if and when busing privileges are restored.
6. For the purpose of the discipline policy, students' behavior on the bus, on a field trip or any school sponsored activity or/and at a school bus stop will be regarded as behavior at school. The Board authorizes the administration to suspend transportation services for any pupil whose conduct while waiting or receiving transportation to and from school endangers persons or property or is violative of a publicized policy of the Board of Education.

Hold Harmless Clause: The Board of Education will hold harmless from claims for damages any member of the professional staff against whom a claim for damages is made based upon the denial of school bus transportation whether by virtue of a suspension of school bus privileges or detention that causes a pupil to miss a school bus, as long as the proper notification was dispatched to the parent or guardian in accordance with these rules.



ARTICLE 4
DISCIPLINARY PROCEDURES AND GUIDELINES

All members of the professional staff shall enforce discipline in accordance with the following procedures:

1. When minor violations occur, level 1, these incidents will be handled proactively in the classroom. Disciplinary measures consistent with proven prior practices and known educational techniques consistent with the law may be used. Teacher will contact the parent/legal guardian and inform them of these minor violations.
2. Repeated minor occurrences will require a written referral to an administrator, contact with the parent/ legal guardian and a conference should be scheduled. (This can be done by phone, email or in person.)
3. When all teacher interventions and restorative measures prove ineffective, probation or exclusion (removal from classroom or suspension) may be warranted and imposed by the building principal as set forth in Section 1, Exclusion for Disciplinary Purposes.
4. However, the building principal is authorized to exclude (removal from classroom or suspension) a pupil to maintain an environment conducive to education as set forth in Section 1, Exclusion for Disciplinary Purposes.

Discipline/Student Conduct Policy, continued

5. When a major offense occurs, the building principal is authorized to use an in school suspension or out of school suspension as set forth in Section 1, Exclusion for disciplinary purposes, arrest or referral to court.
6. Unless an emergency exists, the parent or legal guardian of a child who has been suspended shall be notified one day in advance of such suspension of the reason for and the duration of the suspension.
7. The length of any exclusion is to be determined pursuant to statute, Board of Education Rules and Policy, and the Superintendent's regulations, as set forth herein.
8. After an exclusion period the parent and/or legal guardian shall return with the pupil for a conference and reinstatement, except where extenuating circumstances preclude parent's presence.
9. When any pupil is found vandalizing, damaging, or defacing school property, parents or legal guardians shall be held financially responsible for repair of such school property and the Board of Education shall pursue such claims through the Legal Department of the City of Waterbury.
10. In the event of vandalism, damage or defacement of school property, the building principal or his/her designee is empowered to assign the pupil or pupils involved, with proper supervision, to clean up and replace school property, where practical, in lieu of suspension when authorized in writing by the parents of the pupil.
11. Books and/or equipment and supplies are supplied for the use of pupils. It is the responsibility of each pupil to care for such school property. If damaged or lost, parents must pay for the replacement of such school property. The building principal is authorized to obtain written permission of a pupil's parents for specific work to be performed by a pupil or pupils under proper supervision, i.e., snow shoveling, weed pulling, picking up litter, etc., to meet the financial responsibility for replacement of school property.
12. Whenever the police are called in connection with a disciplinary action, every attempt should be made to notify the parent(s) of the pupil prior to the arrival of police authorities. When an emergency situation exists, the parent(s) should be notified as soon as possible. The principal or his/her designee will be present whenever the parent(s) are not at the scene.
13. Corporal punishment is not a part of the disciplinary procedure. However, school personnel may use reasonable and prudent physical force upon a student when necessary, pursuant to CGS 53a-18, to:
 - a. Protect themselves or others from immediate harm or injury;
 - b. Obtain a dangerous instrument or illegal item from a student;
 - c. Protect property;
 - d. Restrain or remove a student to maintain order.
14. The authority of the entire professional staff extends throughout the entire building, school grounds, school activities, and school transportation.

Discipline/Student Conduct Policy, continued**ARTICLE 5
DISCIPLINE**

1. **Expulsion** – The Board of Education may expel any pupil in grades three (3) to twelve (12) inclusive, except those students grades three (3) to twelve (12), inclusive, covered by Article 6 below, from school if, after a full hearing, the Board finds that his/her conduct endangers persons or property or is seriously disruptive of the educational process **and** is in violation of a publicized Board policy or whose conduct off school grounds is violative of such policy and is seriously disruptive of the educational process. Students who have been expelled may be eligible for an alternative educational program.

Since this is a very severe penalty it must be used with care and deliberation, and generally for one of two basic reasons: (1) to protect the school population from individuals whose behavior continually interrupts the learning process of other individuals, or (2) to help an individual understand that a constant behavior pattern is so inappropriate that the most serious disciplinary action possible must be taken.

For any student expelled for the first time and who has never been suspended: under the recommendation of a hearing officer, the Board of Education may shorten the length of or waive the expulsion period if the student successfully completes a Board specified program and meets any other conditions required by the Board.

In making a determination as to whether conduct is seriously disruptive of the educational process, the board of education or impartial hearing officer [Section 10-233d(b)] may consider, but such consideration shall not be limited to:

- whether the conduct occurred within close proximity of a school,
- whether other students from the school were involved or whether there was any gang involvement,
- whether the conduct involved violence, threats of violence or the unlawful use of a weapon, as defined in section 29-38, and whether any injuries occurred, and
- whether the conduct involved the use of alcohol.

2. *Actions Leading To Expulsion*

- a. A principal must request expulsion in cases where a student, grades three (3) through twelve (12), inclusive, has already been or exclusion will result in the student's being suspended more than ten (10) times or fifty (50) days in a school year, whichever results in fewer days of exclusion, or in circumstances under which the student will be prevented from completing a normal course of study.
- b. A principal may request expulsion for students grades three (3) through twelve (12), inclusive, in cases where the principal has cause to believe:
 - i. That the student has committed conduct which has endangered persons or property or seriously disrupted the educational process **and** has violated a publicized policy of the Board of Education, and/or;
 - ii. That the student's past conduct at school is so serious as demonstrated by repeated violation of actions leading to suspensions to indicate that he/she will endanger persons or property or seriously disrupt the educational process if allowed to remain in school; or
 - iii. that the student's conduct while off school grounds violates a policy of the Board of

Education and is seriously disruptive of the educational process.

3. Procedures Governing Expulsion

- a.** Upon receipt of an expulsion request and required school record, the Superintendent or his/her designee, shall conduct an inquiry within two (2) school days of the request. This inquiry may include an opportunity for an informal conference with the student and his/her parent or guardian.
- b.** If after the inquiry, the Superintendent or designee determines that a student ought to be expelled, he/she shall forward such request to the Board of Education within five (5) days of the conclusion of the inquiry.

Discipline/Student Conduct Policy, continued

- c. The Board of Education shall, prior to expelling the student, conduct a hearing to be governed by the following procedures:
 - i. The student and his/her parent(s) or guardian(s) must be given reasonable notice prior to the date of the hearing.
 - ii. The notice shall contain: the date, time, and place of the scheduled hearing, the details of the grounds for the scheduled hearing, the details of the grounds for the proposed expulsion—including a narrative of the events leading to the expulsion—the names of any witnesses against the student, copies of any statements or affidavits of those witnesses, a detailed summary of any other information to be used in support of expulsion—including any record of past offenses or misbehavior, and whether any prior warnings or suspensions have been given, the proposed penalty, a statement of the student's rights as enumerated in Article 6 together with a copy of Article 6 and notice that the parents may be entitled to free or reduced legal services that are locally available through Connecticut Legal Services, 85 Central Avenue, Waterbury, CT.
 - iii. At the hearing, the student shall have the right to testify and produce witnesses and other evidence in his/her defense. The student shall have the right to demand that any witnesses against him/her appear in person to answer questions asked by the student or his/her representative.
 - iv. A student may be represented by any third party of his/her choice, including an attorney.
 - v. A student is entitled to the services of a translator, to be provided by the Board of Education, whenever the student or his/her parent(s) or guardian(s) does not speak the English language.
 - vi. The Board shall keep a verbatim record of the hearing, and the student or such student's parent or guardian shall be entitled to a copy of that record at his/her own expense unless the family of the student is indigent, in which case the record shall be provided free of charge.
 - vii. The Board shall report its final decision in writing to the student, stating finding of facts, the reasons on which the decision is based, and the penalty to be imposed. Said decision shall be based solely on evidence derived at the hearing.
 - viii. Within twenty-four (24) hours after its decision, the Board shall notify the parent(s) or guardian(s) of any minor pupil, of such action.
 - ix. The Board of Education shall mail a copy of its decision to the State Board of Education within five (5) days of the effective date of such action when required by statute.
- d. Whenever the Board of Education expels a student, it shall offer such student an alternative education program. The parent(s) or guardian(s) of such student has the legal right to reject such a program without being subject to the truancy law. The parent(s) or guardian(s) of such student may challenge the adequacy of this program at a hearing before the Board held subject to the requirements of Connecticut General Statutes.
- e. The Board of Education will not provide an alternative education program for a student who is expelled, if this individual case was decided on the conditions stated in C.G.S., Section 10-233d.(e).

Discipline/Student Conduct Policy, continued

- f. Whenever a pupil is expelled pursuant to the provisions of this section, notice of the expulsion and the conduct for which the pupil was expelled shall be included on the pupil's cumulative educational record.
- g. The Waterbury Board of Education may adopt the decision of a pupil expulsion hearing conducted by another school district. The pupil shall be excluded from school pending the expulsion period as identified by the student's previous educational facility and/or school. The excluded student may be offered an alternative educational opportunity.

5. Procedures Governing the Expungement of Expulsion Records

- a. Notice of an expulsion pursuant to C.G.S. §10-233d(f) and as set forth in section 3 of this policy, except for notice of an expulsion of pupils in grades nine through twelve, based on possession of a firearm or deadly weapon as described in subsection (a) of C.G.S. §10-233d as follows:
 - i. shall be expunged from the cumulative educational record by the local or regional board of education upon a pupil graduating from high school;
 - ii. may be expunged from the cumulative educational record by the local or regional board of education before a pupil graduates from high school if:
 - a. in the case of a pupil expelled for the first time and who has never been suspended, except for a pupil who has been expelled based on possession of a firearm or deadly weapon, for which the length of the expulsion period is shortened or the expulsion period is waived, such board determines that an expungement is warranted at the time such pupil completes the board-specified program and meets any other conditions required by such board, or
 - b. such pupil has demonstrated to such board that the conduct and behavior of such pupil in the years following such expulsion warrants an expungement.

6. Mandatory Expulsion Policy

- a. The Board of Education, in compliance with Connecticut General Statutes §10-233d, has adopted a policy under which whenever there is reason to believe that any student, grades kindergarten (K) to twelve (12), inclusive:
 - i. on school grounds or at a school sponsored activity was in possession of a firearm as defined by law or
 - ii. off school grounds to possess a firearm or did possess or use a firearm, instrument or weapon in the commission of a crime or
 - iii. on or off school grounds offered for sale or distribution of a controlled substance, or possessed with intent to sell

shall be expelled for a period of one calendar year. The Board of Education may modify the period of expulsion for a pupil on a case by case basis. These students shall also be referred to the Criminal Justice System. Waterbury will maintain records that include: (1) the name of the school concerned; (2) the number of students expelled from the school; and (3) the type of weapons concerned. The Board of Education agrees to provide this information to the state upon request.

Discipline/Student Conduct Policy, continued

- b. As to pre-K students enrolled in programs offered by the Board of Education, no preschool program provider shall expel any student enrolled except an expulsion hearing may be conducted whenever there is reason to believe that any child enrolled in such preschool program was in possession of a firearm as defined by Title 18 of the United States Code Section 921, on or off school grounds or at a preschool program-sponsored event. Such child shall be expelled for one calendar year if it is determined at the hearing that the child did possess a firearm. A preschool program may modify the period of expulsion for a child on a case by case basis.
- c. The Gun-Free Schools Act, which was re-codified as section 4141 of the No Child Left Behind Act, obligates state educational agencies that receive federal funds to require that local educational agencies expel students who bring a “weapon” to school for no less than one calendar year, subject to exceptions on a case-by-case basis. The law defines “weapon” as a firearm as defined as 18 U.S.C. §921 (a), summarized as follows:
 - i. *The term “firearm” means -*
 - a. any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive;
 - b. the frame or receiver of any such weapon;
 - c. any firearm muffler or firearm silencer; or
 - d. any destructive device. Such term does not include an antique firearm.
 - ii. *The term “destructive device” means -*
 - a. any explosive, incendiary, or poison gas,
 - b. bomb,
 - c. grenade,
 - d. rocket having a propellant charge of more than four ounces,
 - e. missile having an explosive or incendiary charge of more than one-quarter ounce,
 - f. mine, or
 - g. device similar to any of the devices described in the preceding clauses.

The statutory definition also includes any combination of parts designed or intended for use readily construction a “weapon” as defined above. The Act requires that students who bring such weapons to school be expelled for one calendar year. It permits the chief executive officer of the school district to make case by case exceptions in writing.

**ARTICLE 6
DISCIPLINARY POLICY FOR PUPILS WITH DISABILITIES**

1. Notwithstanding the foregoing, the following procedures shall apply to students who are eligible or have been identified as having one or more disabilities under the IDEA. (an “identified student”).

Notwithstanding any provision to the contrary, if suspension or expulsion is considered as a consequence of an identified student's conduct, if an issue exists as to whether the conduct was the direct result of the district's failure to implement the IEP, or, if the Board of Education is

Discipline/Student Conduct Policy, continued

contemplating a change of placement for more than ten (10) school days per school year for an identified student who has engaged in other behavior that violated any rule or code of conduct of the school district that applies to identified or non-identified students, the following procedures shall apply:

- a. If an identified student engages in conduct that would lead to a recommendation for disciplinary action not contemplated by a child's behavior plan:
 - b. the parents of the student must be notified of the decision to take disciplinary action not later than on the date on which the decision to take that action was made and must also receive notice of all special education procedural safeguards; and
 - c. in the case of a recommendation for expulsion, or a disciplinary action that would result in the suspension of an identified student for greater than ten (10) school days per school year, the district shall convene the student's planning and placement team (PPT) as soon as possible, but in no case later than ten (10) school days after the recommendation for such discipline was made, for the purpose reviewing the relationship between the student's disability and the behavior that led to the recommendation for such discipline and whether the conduct directly relates to any failure to provide special education services set forth in the student's IEP, in order to determine whether the student's behavior was a manifestation of his/her disability. During the process of manifestation review, a student may be suspended for up to ten (10) school days. An identified student must not be suspended for more than ten (10) days per school year, without the school district's conducting a manifestation PPT.
2. If the PPT finds that the behavior was a manifestation of the student's disability, the Administration shall not proceed with the recommendation for expulsion. The PPT shall consider the student's misconduct together with any unique circumstances and revise the IEP to prevent a recurrence of the misconduct and to provide for the safety of other students and staff. If the IEP of the identified student does not contain a current behavior intervention plan, the PPT must develop a behavior intervention plan to address the behavior that led to the disciplinary action. If the IEP of the identified student contains a current behavior intervention plan, the PPT must consider the use of positive behavioral interventions to address the child's behavior and convene as necessary to review and modify the behavior intervention plan to address the student's behavior.

If the PPT finds that the behavior was not a manifestation of the student's disabilities, the Administration may proceed with the recommended expulsion, to the extent that a non-identified student would be subject to such discipline. During any period of expulsion, or suspension of greater than ten (10) days per school year, an identified student shall receive an alternative education plan in accordance with the IEP as modified by the PPT in light of the student's exclusion. The special education records and disciplinary records of the student must be transmitted to the individual(s) who will make the final determination regarding a recommendation for exclusions of greater than ten (10) school days per year.

3. Notwithstanding the foregoing, the placement of an identified student may be changed as a disciplinary measure under the following circumstances:

Discipline/Student Conduct Policy, continued

- a. School personnel may transfer an identified student to an appropriate interim alternative educational setting, another setting, or suspension for not more than ten (10) school days per school year if such disciplinary action would also apply to non-identified students; or
 - b. School personnel may transfer an identified student to an appropriate interim alternative education setting for not more than forty-five (45) school days if the student was in possession of a dangerous weapon, as defined in 18 U.S.C. 930(G)(2), as amended from time to time, on school grounds or at a school sponsored-activity, or
 - c. knowingly possessed or used illegal drugs or sold or solicited the sale of a controlled substance while at school or at a school-sponsored activity; or
 - d. School personnel may take disciplinary action against an identified student that would be taken against similar behavior by a non-identified student, including expulsion, if a PPT review of the relationship between the student's disability and the behavior subject to disciplinary action and a review of the district's implementation of the IEP concludes that the student's behavior was not a manifestation of the student's disability or due to the district's failure to implement the IEP. Under such circumstances, the Board of Education must continue to provide a free appropriate public education to the identified student.
 - e. The Board of Education may report a crime committed by an identified student to the appropriate law enforcement authority. When the Board reports such a crime, copies of the student's special education and discipline records must be transmitted for consideration by the authorities who received the report of the crime.
 - f. As used in the following subsection, the term "dangerous weapon" means a weapon, device, instrument, material, or substance, animate or inanimate, that is used for, or is readily capable of, causing death or serious bodily injury, except that such term does not include a pocket knife with a blade of less than 2.5 inches in length.
4. Procedures concerning students who are eligible or who have been identified as having one or more disabilities under Section 504 of the Rehabilitation Act, which student does not fit the criteria under the IDEA as described in subsection 1 above (a "student with disabilities") are set forth below.: Notwithstanding the foregoing, the following additional procedures apply to a student with disabilities as defined in this subsection:
- a. Notwithstanding any provision to the contrary, if suspension or expulsion is considered as a consequence of a student with disabilities' conduct, if an issue exists as to whether the conduct was the direct result of the district's failure to implement the Section 504 plan, or if the Board of Education is contemplating a change of placement for more than ten (10) school days per school year for a student with disabilities who has engaged in other behavior that violated any rule or code of conduct of the school district that applies to students with or without disabilities, the following procedures shall apply:
 - i. If a student with disabilities engages in conduct that would lead to a recommendation for suspension or expulsion:
 - a. the parents of the student must be notified of the decision to suspend or expel not later than on the date on which the decision to take that action was made.

Discipline/Student Conduct Policy, continued

- b. the district shall convene the student's Section 504 Team (504 Team) as soon as possible but in no case later than ten (10) school days after the recommendation for such discipline was made, for the purpose of reviewing the relationship between the student's disability and the behavior that led to the recommendation for such discipline and whether the conduct directly relates to any failure to provide Section 504 services set forth in the student's Section 504 plan, in order to determine whether the student's behavior was a manifestation of his/her disability.
- ii. If the Section 504 Team finds that the behavior was a manifestation of the student's disability, the Administration shall not proceed with the recommendation for expulsion. The Section 504 Team shall consider the student's misconduct and revise the Section 504 Plan to prevent a recurrence of the misconduct and to provide for the safety of other students and staff. If the 504 Plan of the student with disabilities does not contain a current behavior intervention plan, the Section 504 Team must develop a behavior intervention plan to address the behavior that led to the disciplinary action. If the Section 504 Plan of the student with disabilities contains a current behavior intervention plan, the 504 Team must consider the use of positive behavioral interventions to address the child's behavior and convene as necessary to review and/or modify the behavior intervention plan.
- iii. If the Section 504 Team finds that the behavior was not a manifestation of the student's disabilities, the Administration may proceed with the recommended expulsion, to the extent that a student without disabilities would be subject to such discipline. Even if the behavior is a manifestation of the student's disability, the "student with disabilities" placement may change to an appropriate interim alternate setting as set forth under subsection 3a through 3e above.

Legal Reference:

Connecticut General Statutes

4-177 through 4-180. Contested Cases. Notice. Record.

10-233a through 10-233f Suspension, removal and expulsion of students, as amended by PA 95-304, PA 96-244, PA 98-139, PA 07-66, PA 07-122, PA 08-160, PA 09-82, PA 09-6 (September Special Session), PA 10-111, PA 14-229, PA 15-96 and PA 19-91

21a-240(9) Definitions.

53a-3 Definitions.

PA 94-221 An Act Concerning School Discipline and Security.

PA 95-304 An Act Concerning, School Safety

PA 15-96 An Act Concerning Out-of-School Suspensions and Expulsions for Students in Preschool and Grades Kindergarten to Two

GOALS 2000: Educate America Act, Pub. L. 103-227.

18 U.S.C. 921 Definitions.

Title III - Amendments to the Individuals with Disabilities Act Sec. 314

Elementary and Secondary Schools Act of 1968, as amended by the Gun Free Schools Act of 1994

PL 105-17 The Individuals with Disabilities Act, Amendments of 1997

20 U.S.C. Section 7114, No Child Left Behind Act

Connecticut State Board of Education ED166 Report

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON POLICY & LEGISLATION

Item #15.2

June 13, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Policy & Legislation moves that the Waterbury Board of Education approve new policy 5144.4 – Physical Exercise and Discipline of Students.

Physical Exercise and Discipline of Students

The Board of Education (Board) recognizes that a positive approach toward exercise and physical activity is important to the health and well-being of students. The Board requires that each student in elementary school shall have not less than twenty minutes daily in total devoted to physical exercise, except that a Planning and Placement Team may alter such schedule for a child requiring special education and related services. Further, the Board permits, in its elementary schools, including an additional amount of time, beyond the required twenty minutes for physical exercise, devoted to undirected play during the regular school day, subject to the approval of the building administration.

All aspects of the school experience should encourage students to have a healthy attitude toward exercise and promote the life-long enjoyment of physical activity. Therefore, when school employees impose disciplinary consequences for student misconduct during the regular day, the following restrictions shall apply:

1. Loss of Recess as Disciplinary Consequence

Except as provided below, school employees may NOT prevent a student in elementary school from participating in the entire time devoted to physical exercise or undirected play in the regular school day as a form of discipline. Recess and other physically active learning opportunities may include movement-oriented learning activities in the academic environment, physical activity breaks, and regularly scheduled school wide routines and events that engage students in physical activity that is the time devoted each day (at least 20 minutes) to physical exercise in the District's elementary schools.

School employees may prevent or restrict recess when:

- a. a student poses a danger to the health or safety of other students or school personnel or
- b. it is limited to the shorter recess period if there are two or more recess periods in the school day, so long as the student is allowed to participate in at least 20 minutes of physical activity during the school day.

Recess prevention or restriction may be imposed only once during a school week, unless the student is a danger to the health or safety of other students or school personnel. Recess prevention or restriction is not allowed for a student's failure to complete their work on time or for the student's academic performance. Discipline may be imposed before recess begins and/or imposed during recess. Appropriate interventions shall be used to redirect a student's behavior during recess.

2. Physical Activity as Punishment

School employees may NOT require students enrolled in grades K-12, inclusive, to engage in physical activity as a form of discipline during the school day.

3. Wellness Instruction

School employees shall not prevent students from participating in physical exercise or undirected play during wellness instruction as a form of discipline.

This restriction does not apply to brief periods of respite/time-outs, referrals to the building administrator, or for safety reasons.

Physical Exercise and Discipline of Students, *continued*

At no time shall an entire class be prevented from participating in wellness instruction or physical exercise activity as a disciplinary consequence.

The Superintendent of Schools is authorized to develop guidelines to implement this policy. Nothing in this policy shall prevent a school employee from acting in accordance with an Individualized Education Plan (IEP) developed by the student's Planning and Placement Team (PPT).

For the purpose of this policy, "school employee" means a teacher, substitute teacher, school administrator, school superintendent, guidance counselor, school counselor, psychologist, social worker, nurse, physician, school paraprofessional or coach employed by the Board or working in a public elementary, middle or high school; or any other individual who, in the performance of his or her duties, has regular contact with students and who provides services to, or on behalf of students enrolled in a public elementary, middle or high school, pursuant to a contract with the Board.

Any employee who fails to comply with this policy will be subject to discipline, up to and including termination of employment. Any contracted individual who provides services to or on behalf of District students and who fails to comply with the requirements of this policy may be subject to having his/her contract for services suspended by the District.

(cf. 6142.10 - Health Education Program)

(cf. 6142.101 - Wellness)

(cf. 6142.61 - Physical Activity)

(cf. 6142.6 - Physical Education)

Legal Reference: Connecticut General Statutes

10-221o Lunch periods. Recess

10-221u Boards to adopt policies addressing the use of physical activity as discipline.

PA 22-81 An Act Expanding Preschool and Mental and Behavioral Services for Children

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON POLICY & LEGISLATION

Item #15.3

June 13, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Policy & Legislation moves that the Waterbury Board of Education approve the submission of the following resolution proposal to CABE:

Submitted by: Waterbury Public School System

Issue: The need to establish statewide strategies and appropriate state funding for policies related to the recruitment, retention and support for a diverse workforce for all state public schools.

Resolution: CABE urges the Legislature to relieve the Alliance school districts from the compounding impact of the fiscal obligations of the language of CS Section 10-156gg, the Minority Candidate Certification, Retention or Residency Year Program.

Rationale: The current structure of the statutory language limits the focus of the state's efforts to Alliance Districts. Historically these Districts have been successful in Minority Teacher Recruitment (MTR). We believe the MTR is a state obligation and should not solely focused on and funded by the Alliance Districts. The current law erodes funding to the Alliance Districts and "withholds from Alliance Districts...ten percent of any increase in funding for fiscal year ending June 30, 2020. If fully implemented by 2028, \$135 million will be taken, placing an undue burden on the already distressed districts. In addition, the Connecticut State Department of Education (CSDE) has established rules regarding the use of the funds that is too narrow and cannot be used for high yield, research based MTR initiatives. Additionally, this funding will be difficult to expend if the current lack of MTR candidates does not improve. The candidate pool must be addressed for recruitment to be successful.

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #16.1

June 13, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following Extended Academic Support (EAS) Summer School appointments:

<u>Name</u>		<u>Location</u>	<u>Position</u>
Booker	Wanda	HS @ WAMS	Hall Monitor
Bernardini	James	HS @ WAMS	Hall Monitor
Helman	Emma	HS @ WAMS	Science
Gilmore	Jordan (external)	WSMS	
Patnaude	Nicholaus	WSMS	ELA
Burgess	Susan	NEMS	Math grade 6
Demiraj	Brunilda	NEMS	Bilingual
Galpin	Lindsay (external)	NEMS	ELA
Garcia	Zulma	NEMS	Bilingual
Abarzua	Lauren	Carrington	Kindergarten
Albanese	Thomas	Carrington	2nd
Davino	Melissa	Carrington	Kindergarten
Doolan	Heidi	Carrington	Kindergarten
Doyle	Kylie (external)	Carrington	Teacher
Fleming	Sonya	Carrington	1st
Gorman	Regina	Carrington	1st
Marquez	Chakira	Carrington	5th
Morales	Barbara	Carrington	5th
Palmer	Christina	Carrington	1st
Pastore-Quezada	Paula-Ann	Carrington	2nd
Robinson	Debra	Carrington	SW Facilitator
Rosado	Jeffrey	Carrington	4th
Ventura	Lisa	Carrington	Secretary
Winston	Aina	Carrington	3rd
Campbell	Lloyd	Duggan	Elem. Counselor
DeSena	Deanna	Duggan	Kindergarten
Field	Susan	Duggan	5th
Gaudiosi	Karen	Duggan	3rd
Johnson	Domonique	Duggan	Secretary

Mancini	Mark	Duggan	4th
McCasland	Maureen	Duggan	Kindergarten
Ouellette	Katelynn	Duggan	5th
Rush	Colleen	Duggan	1 st Substitute
Teel	Makenzie	Duggan	5th
Thibeault	Jolene	Duggan	3rd
Wells	Kelley	Duggan	4th
Blake	James	Gilmartin	5th
Guerrera	Aimee	Gilmartin	Kindergarten
Hulteen	Lisa	Gilmartin	4th
Kershaw	Tania	Gilmartin	2nd
McCue	Erin	Gilmartin	4th
McManus	Michael	Gilmartin	Elem. Counselor
Porcaro	Stefanie (external)	Gilmartin	Teacher
Rizzo	Lisa	Gilmartin	SW Facilitator
Savarese	Catherine	Gilmartin	Kindergarten
Smolley	Nicole	Gilmartin	1st
Sodano	Bridgette	Gilmartin	3rd
Tejada	Felizaida	Gilmartin	3rd
Virdee	Robin	Gilmartin	2nd
Wehry	Nina	Gilmartin	Secretary
Bell,	Teresa	Reed	3rd
Betancourt	Patty	Reed	3rd
Cavila	Emily (external)	Reed	Teacher
Chieppo	Christopher (external)	Reed	Teacher
Ciccone	Melissa	Reed	SW Facilitator
Cruz	Mayra	Reed	5th
Edwards	Cara	Reed	4th
Grassi	Carmen	Reed	Secretary
Marquez	Chakira	Reed	5th
Milera-Rivera	Lyriss	Reed	1st
Nazario	Katherine	Reed	2nd
Osagie	Nancy (external)	Reed	Teacher
Reddinger	Megan	Reed	Kindergarten
Robalino	Alexandra	Reed	Kindergarten BL
Rosa	Pamela	Reed	Elem. Counselor
Roy	Brittany	Reed	Kindergarten
Scanlon	Amy	Reed	2nd
Tuite	Maeve	Reed	4 th

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #16.2

June 13, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following Extended School Year (ESY) Summer School appointments:

<u>WTA Teachers</u>	<u>WTA Support Staff</u>	<u>Paras as teachers</u>	<u>Paraprofessionals</u>
Bleu, Lisa	Atkins, Debra	Clemente, Nera	Bouley, Allyssa
Boampong, Christine	Bandurski, Andrew	Dowdell, Angelica	Cintron, Miriam
Burke, Heather	Fay, Heidi	Forestier, Sarah	Diaz, Mildred
Daly, Terri	Grabherr, Karen	Grossman, Melissa	Gibson, Patrick
Delano, Teresa	Jester, Kristin	Hage, George	Harrison, Arthur
Dilonardo, Rachel	Krampitz, Paula	Kowal, Michelle	Hunter, Zaire
Felton, Margaret	Lehane, Danielle	Marchetti, Michelle	Lucas, Leteacia
Frigo, Mark	Masayda, Rebecca	Padua, Maria	Mcleod, Delmore
Grendzinski, Katie	Morales, Elizabeth	Potts, Tawnesha	Ortiz, Maegan
Grillo, Heather	Murphy, Jame	Rinaldi, Joseph	Pittman, Alexi
Hart, Rebecca	Sonnenschein, Esther	Rodriguez, Jessica	Quintana, Carolyn
Kaponis, Rachael	Zamora, Angel	Silver, Sarah	Santiago, Maritza
Laurent, Janine		Sylvester, Christiana	
Mancini, Laure-Lyne		Teal, Amanda	
Murphy, Army			
Piccolo, Carla			
Quispe, Magda			
Rivera, Ana			
Rupe, Michele	<u>External Applicant</u>	<u>ESS Sub</u>	
Schaefer, Courtney	Robinson, Yolanda	Capobiano, Olivia	
Scrivano, Cynthia			

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #16.3

June 13, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following Miscellaneous Summer School Programs appointments:

<u>Name</u>	<u>Position</u>	<u>Location/Program</u>
Alexander, Lisa	Secretary (partial)	RMS
Biolo, Dawn	Math Coach	RMS
Coles, Antonio	AV Tech (partial)	RMS
Cruess, Carla	Principal	RMS
Daddona, Stacy	Classroom Assistant	RMS
Desanto, Christine	Grade 5	RMS
Gannon, Daniel	Grade K	RMS
Ignacio, Lyndsy	Grade 1	RMS
Kodra, Filloreta	Classroom Assistant	RMS
Matthews, Julia	Sub	RMS
Monroe, Mary	Grade 3	RMS
Rosser, Joseph	Computer Tech (partial)	RMS
Russaw, Crystal	Grade PreK	RMS
Salvatore, Melissa	Classroom Assistant	RMS
Santovasi, Monica	Sub	RMS
Simoes, Odet	Sub	RMS
Stevens, Jeanne	Literacy Coach	RMS
Tytymoe, Yllke	Classroom Assistant	RMS
Wallace Dana	Administrator Sub	RMS
Zaccagnini, Krista	Grade 2	RMS
Budd, Ryan	Interdisciplinary	NEMS Summer School
Purnawasi, Muniram	Math	CHS Early College High Summer
Sterling, Loraine	ELA	CHS Early College High Summer
Correa, Jennifer	Science	CHS Early College High Summer
Delarosa, Mary	SEL	CHS Summer Transition
Mahan, Jill	Math	CHS Summer Transition
Zeolla, Michelle	ELA	CHS Summer Transition
Moutinho, Ashley		KHS Summer Transition
Szwaba, Brigitt		KHS Summer Transition
Lawrence, Diana		KHS Summer Transition
Braun, Brooklyn	Teacher	WMS Academic Academy

Farley, Amanda	Sub	WMS Academic Academy
Gluz, Debra	Teacher	WMS Academic Academy
Hill, Elaine	Teacher	WMS Academic Academy
Lucian, David	Sub	WMS Academic Academy
Betjemann, Eva	Grade 5 to 6 Teacher	WAMS Summer Transition
Burrus, John	Student Behaviorist	WAMS Encore
Burrus, John	SEL	WAMS Summer Transition
O'Brien, Nicholas	Math	WAMS Summer Transition
DeFrancesco, Nora	ELA	WCA Summer Transition
Figueroa, Victor	Math	WCA Summer Transition
Malcolm, Jacqueline	SEL	WCA Summer Transition
Valletta, Marnie	ELA	WHS Summer Transition
Jusino, Jillian	Math	WHS Summer Transition
Morrow, Olivia	SEL	WHS Summer Transition
Basile, David	Administrator	WHS Summer School
Kelly, Wendy	Counselor	WHS Summer School
Johnson, Joshua	Business/Elective	WHS Summer School
Erdmann, Michael	Special Ed	WHS Summer School
Porco, Abigail	Math	WHS Summer School
Harris, Marquis	English	WHS Summer School
DiCarlo, Marissa	Social Studies	WHS Summer School
Bruce, Jamel	Special Ed	WHS Summer School
Bryrd, Diana	Business/Elective	WHS Summer School
McCarthy, Erica	Social Studies	WHS Summer School
Cassano, V. Anthony	Physical Education	WHS Summer School
Roth, Ellen		Summer Advisory Committee
Johnson, Tennyson		Summer Advisory Committee
Murtaza, Saima		Summer Advisory Committee
Cybart-Persenaire, Alena		Summer Advisory Committee

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #16.4

June 13, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following Summer Curriculum Committee appointments:

<u>Name</u>	<u>Position</u>
Cancro, Dana	Counseling Curriculum
Cremens, Lauren	Counseling Curriculum
Desjardina, Melissa	Counseling Curriculum
Moutinho, Ashley	Counseling Curriculum
Poulter, Craig	Counseling Curriculum
Stellmach, Caryn	Counseling Curriculum
Westerville, Jennifer	Counseling Curriculum
Abuhamed, Hoda	Career & Technical Education Curr.
Bunko, Katherine	Career & Technical Education Curr.
Jannetty, Dana	Career & Technical Education Curr.
Johnson, Tennyson	Career & Technical Education Curr.
Lucas, Michele	Career & Technical Education Curr.
Lucian, David	Career & Technical Education Curr.
Mucciachiaro, Kathryn	Career & Technical Education Curr.
Perkins, Chris	Career & Technical Education Curr.
Valenti, Michele	Career & Technical Education Curr.
Deldebbio, Joe	Secondary Science Curr. (Environmental)
Tolly, Bianca	Secondary Science Curr. (Biology)

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #16.5

June 13, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following Adult Education summer appointments effective July 3, 2023:

<u>NAME</u>		<u>POSITION</u>	<u>HRS/RATE</u>
<u>ADULT HIGH SCHOOL CREDIT DIPLOMA (AHSCDP):</u>			
Glass	Rosalyn	Substitute	@\$34.00 p/hr.
Highsmith	Carolyn	Health Instructor	21 hrs. p/wk. @ \$34.00 p/hr.
Mobilio	James	Social Studies Instructor	21 hrs. p/wk. @ \$34.00 p/hr.
Moreau	Margaret	Math Instructor	21 hrs. p/wk. @ \$34.00 p/hr.
Mottillo	Carissa	English Instructor	21 hrs. p/wk. @ \$34.00 p/hr.
Person	Jocelyn	Science Instructor	21 hrs. p/wk. @ \$34.00 p/hr.
Rierner	Wayne	English Instructor	21 hrs. p/wk. @ \$34.00 p/hr.
<u>CT ADULT VIRTUAL HIGH SCHOOL:</u>			
Barbieri	Stephen	Coordinator	5 hrs. p/wk. @ \$26.79 p/hr.
Scurso	Laurie	Mentor	4 hrs. p/wk. @ \$34.00 p/hr.
<u>AHSCDP INDEPENDENT PROJECTS:</u>			
Curci	Joseph	Earth Science	10 hrs. p/wk. @ \$34.00 p/hr.
Glass	Rosalyn	English Usage	10 hrs. p/wk. @ \$34.00 p/hr.
<u>ADULT BASIC EDUCATION (ABE)/GENERAL EDUCATION DEVELOPMENT (GED):</u>			
Baranowski	Judith	ABE Instructor	21 hrs. p/wk. @ \$34.00 p/hr.
McDonald	Brian	GED Instructor	21 hrs. p/wk. @ \$34.00 p/hr.
<u>GUIDANCE STAFF:</u>			
Aucella	Laurence	ESL School Counselor	21 hrs. p/wk. @ \$34.00 p/hr.
Jordan	Ellen	School Counselor	21 hrs. p/wk. @ \$34.00 p/hr.
Volikas	Katherine	School Counselor	21 hrs. p/wk. @ \$34.00 p/hr.
<u>ENGLISH AS A SECOND LANGUAGE (ESL):</u>			
Chenas	Stanley	ESL Facilitator	30 hrs. p/wk. @ \$34.00 p/hr.
Salgado	Roberto	ESL Instructor	12 hrs. p/wk. @ \$34.00 p/hr.
Scurso	Laurie	ESL Instructor	12 hrs. p/wk. @ \$34.00 p/hr.
Stinson	Rebecca	ESL Instructor	12 hrs. p/wk. @ \$34.00 p/hr.
Xhafi	Ermonela	ESL Instructor	12 hrs. p/wk. @ \$34.00 p/hr.

<u>LITERACY, ADULT AND COMMUNITY EDUCATION SYSTEMS (LACES):</u>			
Monaco	Roxanne	Administrator	12 hrs. p/wk. @ \$38.33 p/hr.
<u>TECHNOLOGY:</u>			
Blancato	Alfred	Computer Analyst	30 hrs. p/wk. @ \$24.00 p/hr.
Santoro	Joseph	Computer Analyst	30 hrs. p/wk. @ \$24.00 p/hr.
<u>EDUCATIONAL AIDES:</u>			
Nonamaker	Kim	ABE	21 hrs. p/wk. @ \$21.50 p/hr.
Pelletier	Laurie	GED	21 hrs. p/wk. @ \$21.50 p/hr.
SantaBarbara, Sr.	Louis	Res. Room/Registration	21 hrs. p/wk. @ \$21.50 p/hr.
<u>GED EXAMINATION:</u>			
Bacik	Madeleine	CBT Test Administrator	As needed @ \$27.36 p/hr.
Felton	Tanya	CBT Test Administrator	As needed @ \$17.56 p/hr.
Rinaldi	Nancy	CBT Test Administrator	As needed @ \$15.85 p/hr.
Iasevoli	Luigi	Saturday Security	As needed @ \$20.00 p/hr.
<u>SECURITY:</u>			
Iasevoli	Luigi	Security	35 hrs. p/wk. @ \$20.00 p/hr.
<u>CUSTODIAL/AIDES:</u>			
Cintron	Cameron	Security/Custodial Aide	35 hrs. p/wk. @ \$15.54 p/hr.
Evon	Randy	Security/Custodial Aide	35 hrs. p/wk. @ \$15.54 p/hr.
Iaiennaro	Michael	Security/Custodial Aide	35 hrs. p/wk. @ \$15.54 p/hr.
Iasevoli	Peter	Head Custodian	35 hrs. p/wk. @ \$16.50 p/hr.
McLean	William	Security/Custodial Aide	35 hrs. p/wk. @ \$15.54 p/hr.

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #16.6

June 13, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following Voluntary Clean Opening transfers effective 2023/24 school year (08/23/23):

<u>LAST</u>	<u>FIRST</u>	<u>FROM: Previous School Location (Temporary)</u>	<u>TO: New School Location (Permanent)</u>
Arzuaga	Karen	Districtwide SLP	Districtwide SLP
Awwad	David	WMS Science Gr 7	WMS Science Gr 7
Bajraktarevic	Zehra	Regan Elem. School Counselor	Regan Elem. School Counselor
Bonvento	Victoria	WAMS Science Gr 7	WAMS Science Gr 7
Calmar	Charles	State Street Tech Ed - Info Tech/Construction	State Street Tech Ed - Info Tech/Construction
Cassella	Mark	WMS ELA Gr 6	WMS ELA Gr 6
Diorio	Jennifer	WAMS Math MS Gr 7	WAMS Math MS Gr 7
Dipietro	Michelle	Bucks Hill Spec. Ed - CBL Prog.	Bucks Hill Spec. Ed - CBL Prog.
Dobransky	Christopher	WHS PE/Health	WHS PE/Health
Ferati	Jeanette	Maloney Gr 1	Maloney Gr 1
Frigo	Mark	WHS Spec. Ed - Essential Skills	WHS Spec. Ed - Essential Skills
Gracy	Andrea	Tinker Gr K	Tinker Gr K
Haynes	Ralph	WHS Spec. Ed-Work to Trans.	WHS Spec. Ed-Work to Trans.
Johnson	Joshua	WHS Business	WHS Business
Mannikko	Forest	WHS ELA HS	WHS ELA HS
Marchand	Jeremy	WMS Social Studies MS	WMS Social Studies MS
McAloon	Katelyn	DW Social Worker	DW Social Worker
Milera-Rivera	Lyriss	Bunker Hill Gr 1	Bunker Hill Gr 1
Murph	Tyrone	Gilmartin Gr 5	Gilmartin Gr 5
Murtishi	Shaban	NEMS PE/Health	NEMS PE/Health
O'Keefe	Kathleen	WSMS ESL	WSMS ESL
Reynolds	Erin	Reed ELA Gr 6	Reed ELA Gr 6
Saucier	Anne Marie	Sprague Special Ed Elem.	Sprague Special Ed Elem.
Segarra	Israel	Tinker Gr 5	Tinker Gr 5
Shippee	Kieran	KHS PE/Health	KHS PE/Health
Simpson-McGowan	Dainty	Reed Math/Science Gr 6	Reed Math/Science Gr 6
Stolfi	Christine	KHS Special Ed - STEP 2 NVCC Program	KHS Special Ed - STEP 2 NVCC Program
Taylor	Jamie	Bucks Hill Spec. Ed - CBL Prog.	Bucks Hill Spec. Ed - CBL Prog.
Tiru	Eddie	WHS ESL	WHS ESL
Tuite	Maeve	Bucks Hill Gr 4	Bucks Hill Gr 4

Valeri	Robert	CHS Social Studies HS	CHS Social Studies HS
Vasquez	Valerie	Walsh Gr K	Walsh Gr K
Williams	Chelcey	Regan Gr K	Regan Gr K
Winston	Aina	Driggs Gr 3	Driggs Gr 3
<u>LAST</u>	<u>FIRST</u>	<u>FROM: Previous School Location</u>	<u>TO: New School Location</u>
Barone	Stephen	Enlightenment Social Studies	Reed Social Studies MS. Gr 7
Bizati	Liridona	Wilson Gr 3	International Gr 3 English
Caron-Lichaj	Nicole	Enlightenment FCS - Child Dev.	KHS FCS-Home Economics
Cassidy	Haley	Rotella Gr 4	NEMS Math MS. Gr 6
Choi	Michele	Reed Gr 5	Wendell ELA MS Gr 6
Cipriano	Stacy	Regan Gr 2	WMS ELA MS Gr 6
Danziger	Byron	Wendell PE/Health	Walsh PE/Health
Fengler	Kelly	Wilson Gr 2	Driggs Gr 2
Ferrucci	Kathleen G	Kingsbury Gr 4	Kingsbury Gr 3
Freitas	Ashley	WCA Math HS	WCA Guidance Counselor
Gjolle	Besmira	Generali ESL	WCA/Wilson Split ESL
Gonzalez Perez	Emilse	CHS World Language - Spanish	WAMS World Lang. - Spanish
Gutierrez	Jon	WMS Computer Ed	WMS ELA MS Gr 8
Hernandez-Santiago	Cynthia	WMS Special Ed MS	Enlightenment Special Ed HS
Homewood	Gregory	Washington Gr K	Tinker Gr K
Klesyk	Mary	Bucks Hill Gr 5	Washington Gr 4
LeVasseur	Daniel	Wilson Gr 5	Carrington Gr 2
Mancinone	Taylor	Chase Gr 3	Chase Gr 1
McCartin	Sarah	Wendell Social Studies Gr 6	Wendell Social Studies Gr 7-8
McKenna	Eibhlin	Chase Gr 5	Chase Literacy Title I
Mercogliano	Cyndi	WMS ELA Gr 8	CHS ELA HS
Mulla	Julita	Sprague Gr 4	Generali Gr 2
Newman	Suzanne	Sprague Gr 1	Carrington Reading
Otero Lopez	Javier	Hopeville Bilingual Gr 4	KHS Bilingual Science
Paolino	Antionietta	Wilson Gr 2	Wilson ESL
Philips	Cheryl	Rotella Gr 5	Kingsbury Gr 5
Pierce	Karen	Enlightenment Special Ed MS	Carrington Special Ed MS
Rayer	Pauline	Rotella Gr K	Wilson Gr K
Rodriguez Velez	Nanichi	Bucks Hill Bilingual Gr 2	International Gr 3 Spanish
Ruiz	Jessica	Bunker Hill Gr 5	WSMS ELA MS Gr 6
Swanson	Lisa	State Street Business	Walsh Gr 1
Terenzi	Timothy	WMS PE/Health	WHS PE/Health
Testa	Michelle	Wendell Library Media Spec.	Bunker Hill Library Media Spec.
Tramontanis	Brittany	Tinker Gr 3	Kingsbury Gr 4
Uraco	Rachel	Wilson Gr 5	Tinker Gr 3
Wallace	Kara	Rotella Gr 2	Rotella Math Facilitator
Williams	Richard	WMS Math MS Gr 6	WMS Numeracy MS

Respectfully submitted,

 Dr. Verna D. Ruffin
 Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #16.7

June 13, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following Involuntary building transfers effective 2023/24 school year (08/23/23):

<u>LAST</u>	<u>FIRST</u>	<u>FROM: Previous School</u>	<u>TO: New School</u>
Barbati	Donna	Carrington Special Ed - Essential Skills	Carrington Special Ed Elem.
Brady	Charlotte	Driggs/International Split Library Media Specialist	Sprague Library Media Specialist
Colby	Shannon	Washington Gr 5	Washington Gr 3
Collins	Brittney	Sprague Gr 2	Sprague Gr 1
Crespo	Brianna	Carrington Gr 5	Bunker Hill Gr 5
DeMatteis	Jennifer	Bunker Hill Literacy Facilitator	Washington Literacy Facilitator
DosSantos	Shannon	Non-Public Special Ed	Duggan/Non-Public Special Ed
Els	Cortney	International/Bucks Hill Annex Split PE/Health	WSMS PE/Health
Fitzpatrick	Kevin	Wendell ELA MS Gr 6	Wendell ELA MS Gr 7
Gawlak	Peter	WSMS PE/Health	Wallace PE/Health
Gomez	Bridgette	Washington Gr 1	Washington Gr K
Gorman	Daniel	Chase Gr 4	Chase Gr 5
Gruner	Laureen	Rotella Gr 5	Rotella Gr 5 Science
Gundersen	Lauren	Rotella Gr K	Rotella Gr 5
Iacovone-Bolvin	Rachel	Carrington Gr 2	Carrington Gr K
Johnson	Koral	Carrington Literacy Facilitator	Carrington/International Split Literacy Facilitator
Lin	Amanda	Walsh Library Media Specialist	Walsh/International Split Library Media Specialist
Lopez	Myra	NEMS ESL	Kennedy ESL
Magas	Mark	Wilby Special Ed	State Street Tech Ed - Culinary
Martinez	Kristina	Bucks Hill Literacy Facilitator	Bunker Hill Literacy Facilitator
Mas-Batista	Sierra	Wendell Gr K	Wendell Gr 1
Mendela	Rebecca	Generali Gr 4	Generali Gr 1
Muro	Candida	Rotella Gr 4	Rotella Gr 2

Perez	Eric	Washington/Regan Split PE/Health	International/Regan Split PE/Health
Rendon-Moreno	Miguel	Bucks Hill Bilingual Grade 3	Bucks Hill Special Ed Elem.
Reeves	Kenneth	Bunker Hill Special Ed Elem.	Enlightenment Special Ed MS
Rivera Gierbolini	Jose M.	Hopeville Bilingual Literacy Priority Schools	Crosby World Language Spanish
Robalino	Alexandra	Bucks Hill Bilingual Gr K	Hopeville Bilingual Literacy Priority Schools
Santos	Melanie	Washington Gr 2	Washington Gr 4
Schwarz	Kathryn	Wendell SS MS Gr 7-8	Wendell SS MS Gr 6-7
Shwartz	Amilia	Washington Gr 3	Washington Gr 5
Williams	Patricia	Crosby Literacy Facilitator	Crosby/Kennedy Split Literacy Facilitator

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #16.8

June 13, 2023

To the Board of Education
Waterbury, CT

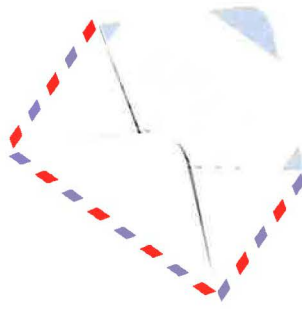
Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following resignations:

<i>Name</i>		<i>Position</i>	<i>Effective</i>
Aleman	Glorymar	ESL/Kennedy	06/15/23
Gibson	Ricard	PE/Health/Reed	06/15/23
Lawrence	Diana	ELA/Kennedy	08/04/23
Piggott	Taylor	School Counselor/W. Cross	06/15/23
Rinaldi	Kayla	ELA/Rotella	06/15/23
Rodriguez	Melina	Assistant Director of Pupil Services	06/30/23
Wojteczko	Joanna	School Counselor/Gilmartin	06/15/23

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools



COMMUNICATIONS



May 30, 2023 through
June 12, 2023



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

May 22, 2023

Michael Rosa
380 Hitchcock Rd., Unit 261
Waterbury, CT 06705

Dear Mr. Rosa:

Your name is being certified to the Department of Education for the position of Motor Equipment Operator (Req. #2022028) at \$18.01 per hour.

Your official start date is May 25, 2023.

You are required to participate and complete the CHRO Sexual Harassment training video by May 25, 2023. The link will be sent to your supervisor for the training and you need to obtain the Certification of Completion. The certification needs to be completed and returned to the Human Resources Office no later than May 25, 2023.

Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd

cc: Board of Education
Dr. Ruffin, Supt. of Schools
Michal Konopka, School Inspector
file



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

May 22, 2023

Tyson Torsiello
562 Hinman Rd.
Watertown, CT 06795

Dear Mr. Torsiello:

Your name is being certified to the Department of Education for the position of Motor Equipment Operator (Req. #2022829) at \$18.01 per hour.

Your official start date is May 25, 2023.

You are required to participate and complete the CHRO Sexual Harassment training video by May 25, 2023. The link will be sent to your supervisor for the training and you need to obtain the Certification of Completion. The certification needs to be completed and returned to the Human Resources Office no later than May 25, 2023.

Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd

cc: Board of Education
Dr. Ruffin, Supt. of Schools
Michal Konopka, School Inspector
file



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

May 22, 2023

Evan DeVico
380 Hitchcock Rd., Unit 219
Waterbury, CT 06705

Dear Mr. DeVico:

Your name is being certified to the Department of Education for the position of Motor Equipment Operator (Req. #2022028C) at \$18.01 per hour.

Your official start date is May 25, 2023.

You are required to participate and complete the CHRO Sexual Harassment training video by May 25, 2023. The link will be sent to your supervisor for the training and you need to obtain the Certification of Completion. The certification needs to be completed and returned to the Human Resources Office no later than May 25, 2023.

Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd

cc: Board of Education
Dr. Ruffin, Supt. of Schools
Michal Konopka, School Inspector
file



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

May 22, 2023

Isaiah Powell
562 Hinman Rd.
Watertown, CT 06795

Dear Mr. Powell:

Your name is being certified to the Department of Education for the position of Motor Equipment Operator (Req. #2022028B) at \$18.01 per hour.

Your official start date is May 25, 2023.

You are required to participate and complete the CHRO Sexual Harassment training video by May 25, 2023. The link will be sent to your supervisor for the training and you need to obtain the Certification of Completion. The certification needs to be completed and returned to the Human Resources Office no later than May 25, 2023.

Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd

cc: Board of Education
Dr. Ruffin, Supt. of Schools
Michal Konopka, School Inspector
file



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

May 22, 2023

Matthew Myers
63 Fairchild St.
Naugatuck, CT 06770

Dear Mr. Myers:

Your name is being certified to the Department of Education for the position of Motor Equipment Operator (Req. #2022028A) at \$18.01 per hour.

Your official start date is May 25, 2023.

You are required to participate and complete the CHRO Sexual Harassment training video by May 25, 2023. The link will be sent to your supervisor for the training and you need to obtain the Certification of Completion. The certification needs to be completed and returned to the Human Resources Office no later than May 25, 2023.

Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd

cc: Board of Education
Dr. Ruffin, Supt. of Schools
Michal Konopka, School Inspector
file



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut

Department of Human Resources
Office of the Civil Service Commission

May 30, 2023

Christopher Churchill
68 Cathy Lane
Waterbury, CT 06704

Dear Mr. Churchill:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Maintainer I @ Gilmartin Elementary School (Req. #2023388) at \$15.54 per hour. Please contact Michael Konopka, School Inspector at (203) 574-8000 x 11221 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, June 8, 2023 at 9:15 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be June 9, 2023 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
Michal Konopka, School Inspector
file



The City of Waterbury
Finance and Audit Review Commission
235 Grand Street, Waterbury, CT 06702

June 7, 2023

Honorable Board of Education:

We respectfully submit the City of Waterbury Follow-up Review of Waterbury Public School System Information Technology Equipment Audit for your review and comments.

Paul Buzzelli, Chairman
Finance and Audit Review Commission

Follow-up Review of Waterbury Public School System Information Technology Equipment Audit

City of Waterbury

December 30, 2022

Joseph J Garvis, CPA
Director of Internal Audit

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The City of Waterbury
Internal Audit Department
235 Grand Street, Waterbury, CT 06702

December 30, 2022

To: Finance and Audit Review Commission

From: Joseph Garvis, Director of Audit

Subject: Follow-up Review of Waterbury Public School System Information Technology Equipment Audit

A. Background Information

At Finance and Audit Review Commission's (FARC) request the Internal Audit Department (IAD) surveyed Management to identify potential audit projects and was requested to review the City of Waterbury accounts and operations for the 62 Harper Avenue storage warehouse. The second floor of Harper Avenue stores IT equipment including Chromebooks, Tablets, Desktop Computers, Monitors and other various IT related equipment. An audit of Waterbury Public School System Information Technology Equipment was completed in 2015 (Exhibit A). The objectives of that audit were to determine whether the procedures at the Waterbury Public School System (WPSS) related to information technology equipment:

- were effectively designed to reduce the risk of loss and/or misappropriation.
- whether internal controls related to safeguarding technology equipment are adequate including tracking and disposition
- provide for the efficient use of financial resources

Overall results from the 2015 audit of Waterbury Public School System Information Technology Equipment are shown below.

Overall Results From 2015 IT Equipment Audit Report

A. We recommend that a centralized WPSS policy and procedure be written and implemented defining the custodial duties related to technology equipment. This instruction will provide the basis for the understanding between the Waterbury Schools and the WPSS Information Technology Department.	
B. A centralized technology equipment control system should be established and maintained on all school district technology assets which includes location, equipment type, assigned employee and serial numbers.	
C. We recommend that a technology asset management system be developed or purchased.	
D. To ensure proper tracking, all IT assets should be visibly tagged upon purchase and prior to distribution. An IT Asset Transfer Form should be designed and implemented whenever assets are reassigned from one department or employee to another.	
E. A periodic inventory count should be conducted diligently to ensure IT equipment is adequately tracked and monitored. All items that cannot be located during the count should be investigated timely.	
F. We recommend that formal procedures be written to document the procedures for school management to follow regarding the return of equipment upon separation of employment.	
G. School Management need reports that provide information on equipment available to students and employees.	
H. School Managers should ensure that all technology equipment purchased is marked with permanent ink with the funding source, year of purchase, school name and program area or other descriptions as required.	
I. The Information Technology Department and School Management should ensure that the required documentation form is completed when issuing an iPad or laptop and the completed forms should be maintained in the IT Department.	
J. We recommend that formal procedures be written and implemented to document the procedures for school management to follow regarding the issuance of the iPads and laptops.	
K. We recommend that formal procedures be written and implemented to document the procedures for school management to follow regarding the return of equipment upon separation of employment	
L. We recommend that all iPads be assigned to a building. If an employee transfers, the iPad should remain in the building.	
M. Policies and procedures issued should document this process.	

N. We recommend that all technology dispositions be centralized physically through the WPSS Information Technology Department.	
O. We recommend that formal procedures be written and implemented to document the procedures for school management to follow regarding the disposition of technology equipment.	
P. We recommend that a list be created and procedures be implemented to transfer equipment to other schools if they are no longer useful in one location.	
Q. We recommend that the above procedures include the destruction of the hard drive in order to help ensure that sensitive information is removed.	
R. We recommend that a formal plan be written and implemented district wide to standardize the purchase of software and applications.	
S. Forms should be completed by parents taking responsibility for the use of this equipment.	

B. Detail Follow-up Review Findings

General

According to the 2015 audit of Waterbury Public School System (WPSS) Information Technology Equipment Audit Report (Exhibit A) controls related to Technology Inventory Policies and Procedures, Inventory Management, Issuance of iPads and Laptops, iPads Transferred Between Schools and Disposition of Technology Equipment were either missing or in need of improvement.

IT Equipment Inventory Not Reconciled

At the time of our review WPSS did not have a documented process in place to reconcile IT Equipment inventory, IT Equipment purchases and IT Equipment resource status to any accounting records. This reconciliation is designed to identify unaccounted for IT Equipment and is a **key control** over the process. If IT Equipment inventory, IT Equipment purchases and IT Equipment resource status are not reconciled and agreed to accounting records it is not known if all IT Equipment has been accounted for and agreed to resource status. As a result and also due to the high percentages of missing data and duplicate records in Follett Data Warehouse (below) at the time of our review WPSS was not able to give us an exact number of devices they currently have.

Recommendations

1. We recommend WPSS Finance put a documented process in place (**key control, above**) to reconcile IT Equipment inventory, IT Equipment purchases and IT Equipment resource status.
2. In order to have adequate segregation of duties we recommend this reconciliation be performed by a business unit that does not have both access to IT Equipment assets and responsibility for maintaining the accountability of those assets. The reconciliation should be performed by either WPSS Accounting or Finance.
3. We recommend the reconciliation is done on an ongoing basis at periodic intervals determined by WPSS Management at least quarterly. If IT Equipment is not accounted for the cause should be investigated and WPSS Management should take corrective action as needed to ensure it does not happen again.

Management Response

Due Date: 9/30/23

Responsible Person: **Doreen Biolo, CFO**, WPSS

Follett Data Warehouse

WPSS uses a standalone system Follett to store data related to IT Equipment and as an IT Equipment asset tracking system. To assess the reliability of Follett data, we conducted various tests of the detail records in Follett as follows,

- Performed tests for obvious errors in accuracy and completeness
- Performed reviews of related documentation
- Used audit software to detect missing data and duplicate records

When we found discrepancies such as blank fields and duplicate records, we brought them to WPSS attention. The results of our testing revealed high percentages of missing data and duplicate records. Therefore, we determined that at the time of our review the data in Follett was not always sufficiently reliable for the purposes of this report.

Recommendations

4. We recommend WPSS take action to assess the reliability of IT Equipment data in Follett.
5. We recommend WPSS establish documented policy needed to control data input, data processing and reporting of IT Equipment activity in Follett Data Warehouse.

Management Response

Due Date: 9/30/23

Responsible Person: **Will Zhuta, IT Director**, WPSS

Physical Security and Access Controls

62 Harper Avenue is a two story storage warehouse containing approximately 44,000 square feet of space. WPSS maintains a hand written list of over fifty individuals who have been issued keys to the facility over time. We are not aware of any documented WPSS written policy governing the issuance and control of keys to Harper Avenue. Management informed us that also there are a number of individuals who have been issued Master keys or similar types of keys.

During our review WPSS informed us and we observed video surveillance was operating on the premises. However it is not clear exactly what can be accessed at Harper Avenue with various keys and due to the lack of policy governing the issuance and control of keys it is not clear how actual physical access is being controlled to the facility.

Recommendations

6. We recommend WPSS take action to assess physical security and access controls at Harper Avenue.
7. We recommend WPSS establish documented written policy needed to manage the issuance, control and accounting for keys used to access Harper Avenue facilities.

Management Response

Due Date: 9/30/23

Responsible Person: WPSS Management

Follett User Permissions and Segregation of Duties

In general Least Privilege is a security term used to describe the concept of limiting user access where only enough access is granted to authorized users necessary to accomplish assigned tasks. Limiting user access strengthens controls and can also serve to reduce risk should an attack occur from an outsider or malicious insider.

The Institute of Internal Auditors (IIA) states that the general premise of segregation of duties (SOD) is to prevent one person from having both access to assets and responsibility for maintaining the accountability of those assets. Adequate SOD and user access controls, reduce the risk that errors, or other types of irregularities could occur without being detected and corrected in a timely manner.

Recommendations

8. We recommend that WPSS perform a documented review of Follett user access rights to determine the appropriate level of access needed for each user to complete assigned tasks.
9. We recommend that WPSS take action to ensure that duties are adequately segregated to prevent any one person from having both access to IT Equipment assets and responsibility for maintaining the accountability of those assets.

Management Response

Due Date: 9/30/23

Responsible Person: WPSS Management

Internal Control Activities

The control issues noted in our review report and open items from the 2015 Audit Report Overall Results all contribute to a weak control environment for IT Equipment. As a result risk is increased that misappropriation of IT Equipment, waste, fraud or abuse could occur and go undetected.

Recommendations

8. We recommend that a review is done and action is taken to implement the review recommendations included in this report.
9. We recommend that a review is performed of the Overall Results From the 2015 Audit Report items A-S listed above and action is taken on those Items which have not been implemented.

Management Response

Due Date: 9/30/23

Responsible Person: WPSS Management

Exhibit A

Waterbury Public School System Information Technology Equipment Audit Report



City of Waterbury

December 4, 2015

**Waterbury Public School System
Information Technology Equipment Audit**

City of Waterbury
Audit Department



The City of Waterbury
Audit Department
235 Grand Street, Waterbury, CT 06702
Voice: (203) 573-7890 Email: smathena@waterburyct.org

December 4, 2015

Waterbury Public School System Information Technology Equipment Audit

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Introduction

I. Authorization

In accordance with the City Auditor's Annual Audit Work Plan for the fiscal year ending June 30, 2016, the Internal Audit Department has completed the Waterbury Public School Information Technology Equipment Audit.

II. Objectives and Methodology

A. The objectives of our audit were to determine whether the procedures at the Waterbury Public School System (WPSS) related to information technology equipment:

- are effectively designed to reduce the risk of loss and/or misappropriation.
- whether internal controls related to safeguarding technology equipment are adequate including tracking and disposition
- provide for the efficient use of financial resources

To develop an understanding of relevant control structure policies and procedures, we reviewed the financial records, department reports, and observed operating procedures.

Internal Audit Department examined the following documents:

1. General Ledger Reports
2. Audited Financial Statements and related notes
3. Waterbury Board of Education Policy, Regulations and Bylaws
4. Purchasing Policies and Procedures
5. Organization chart
6. Internal Policies and Procedures
7. Vendor records
8. Billing information
9. Payment records
10. Grants
11. Board of Education Minutes
12. Best practice information from other localities

B. Obtaining an understanding of the WPSS procedures through interviewing the WPSS Management, Information and Technology Director, WPSS Business Office employees and school technology employees.

C. Internal Audit tested a sample of IT equipment purchases to determine whether they were at the location specified on the invoice or on the Teacher/Staff iPad User Agreement.

D. Reviewed WPSS policies and procedures regarding technology equipment.

III. Background Information

The importance of technology is increasing as new innovative methods of teaching and learning are developed. For this to occur, technology needs to be fully functioning and up to date. School districts receive general tax revenue (e.g., property taxes, sales and use taxes, general state allocations) that can be used largely at the discretion of the school district and categorical funds (e.g., Title I, Individuals with Disabilities Education Act (IDEA), Carl Perkins) that are intended for more specific purposes. In a well-meaning effort to remain compliant with governing laws and grant regulations, a substantial barrier between categorical and general funds can be created. Money may be spent on duplicate resources, may be fragmented among incoherent initiatives, and district management may have little understanding of the resources available for increased student learning.

There is a City Information Technology Department and a separately managed Waterbury Public Schools Management, Information and Technology Department. In this audit our review only pertains to the schools.

The purchase and receipt of technology equipment at WPSS is decentralized. Employees at different schools, departments/programs can make purchases and take delivery.

The process of purchasing desktop computers, laptops, iPads, servers, as well as printers and smartboards flow through the WPSS Management Information and Technology Department via the requisition process. Regardless of funding type; i.e. grants, Medicaid reimbursements and the general education budgets, all technology related requisitions get their final approval from the IT System Administrator. The IT System Administrator looks at the requisitioned items ordered only to verify that the requestor has used the current bid specs and that the pricing is correct.

Our internal audit focused on assessing the adequacy and reasonableness of the internal controls surrounding the safeguarding of IT equipment including inventory tracking and equipment. The WPSS have large stores of portable assets: IT and audio-visual equipment. A rough estimate by the WPSS Information Technology Management of the number of desk top computers, laptops, smart boards and iPads is over 13,000 items. Refer to Exhibit A - Computer Technology Statistics. There are only twelve computer technicians at the schools to deploy, manage, repair and dispose of all of these items. Accurate knowledge of current assets is critical in planning for purchasing requirements.

Internal controls need to be reviewed as they evolve over time. The cost of electronic equipment has decreased significantly. Laptops, iPads, ultraportable notebooks and desktop computers have become very light, not bulky and are very popular equipment in the home environment.

An annual inventory may identify equipment that has been lost or stolen, and therefore require replacements be purchased. An inventory may also uncover equipment believed to have been disposed of, stored in an undisclosed location, therefore nullifying the need to purchase replacements.

IV. General

The WPSS has numerous areas that need attention relating to organizational management of physical security, inventory management, and accountability of technology equipment. Policies and procedures are not in place. A district wide plan for software purchases has not been completed. Overall the recommendations listed in this report will help identify misappropriation, increase accountability, and ensure that the proposed new inventory system is updated accurately and timely. Technology asset acquisition, maintenance, replacement, and retirement policies provide a basis for formulating long-range plans to address technology purchases.

V. Detail Findings

Waterbury Public School System Technology Inventory Policies and Procedures

There are no policies and procedures related to the inventory of technology equipment at WPSS. The most elementary internal control for managing technology equipment is maintaining adequate property records. Controls will not be effective without an adequate management reporting system.

The WPSS Information Technology Department does not keep an inventory of all iPads, laptops and desktop computers by location, assigned employee, and serial numbers. The technology equipment to be inventoried needs to be defined. An inventory is completed at the end of the school year to determine the number of computers and laptops at each school but it does not contain serial numbers and is not reconciled to any accounting records.

This creates the risk that fraud could occur and not be detected. Adequate asset records are also necessary for insurance reporting and to assert claims.

Recommendation

- We recommend that a centralized WPSS policy and procedure be written and implemented defining the custodial duties related to technology equipment. This instruction will provide the basis for the understanding between the Waterbury Schools and the WPSS Information Technology Department.
- A centralized technology equipment control system should be established and maintained on all school district technology assets which includes location, equipment type, assigned employee and serial numbers.
- We recommend that a technology asset management system be developed or purchased.

- To ensure proper tracking, all IT assets should be visibly tagged upon purchase and prior to distribution. An IT Asset Transfer Form should be designed and implemented whenever assets are reassigned from one department or employee to another.
- A periodic inventory count should be conducted diligently to ensure IT equipment is adequately tracked and monitored. All items that cannot be located during the count should be investigated timely.
- We recommend that formal procedures be written to document the procedures for school management to follow regarding the return of equipment upon separation of employment.

WPSS Management, Information and Technology Response:

I.T. Asset Management System

The Waterbury Public Schools understands that the current business process used to purchase technology assets is inconsistent and will re-evaluate its control systems, before providing revised procurement guidelines to staff. The Waterbury Public Schools understand that the most straight forward approach is to procure an Audit Asset Management System to track current assets, purchases, and disposal of equipment and will evaluate the current budget to see if we can afford such a solution. In the meantime, the Computer Technology Center will:

- Form a steering committee that will be responsible for developing and implementing clearly defined Asset Management policies
- Redefine procurement procedures that delineates the custodial duties
- Develop an alternative method to track current inventories and
 - Provide additional insight
 - Provide accurate inventory reports
- Resolve potential IT issues, quickly and efficiently by providing greater visibility into all IT assets
- Deploy a team to inventory all current assets

A developed IT Asset Management system requires a substantial investment in human and monetary capital. The IT Director will develop a cost proposal and request funding for an IT Asset Management System for the next budget cycle. Without an IT Asset Management System and adequate personnel to support such a system, the IT department will not be able to effectively manage inventories and enforce policy and procedures.

WPSS Inventory Management

Employees at different departments/programs can make direct purchases as well as take delivery. All technology equipment orders do not flow through the Information Technology Department. As a result the IT Department and School Management are not aware of the purchases.

During the audit it was revealed that WPSS technology employees and school management were not aware of all assets available to them. In one school there were

twenty iPads purchased in 2012. Only eight of the twenty had been used as of the audit date. In other instances the IT techs are not aware of a purchase until an employee requests them to connect the device to the system. They may be locked in a closet until the teacher requests installation.

Managers need information to assess whether the IT equipment program is ensuring that an appropriate amount of equipment is available to employees/students. For example, managers can compare reports on available computer hardware and the number of staff to assess whether appropriate resources are available. Without this data, managers will not have the basic information needed to adequately plan for the acquisition of replacement assets.

Not all of the assets observed were properly marked with permanent ink with the funding source, year of purchase, school name and program area. Marking all technology purchases will allow the equipment to be transferred to other areas as needed if it can be determined it was not purchased with grant funds.

A control environment that does not separate duties, and have accountability invites fraud and deception. An accurate inventory identifies not only what assets were lost, but where the assets were located in the facility.

Recommendation

- School Management needs reports that provide information on equipment available to students and employees.
- School Managers should ensure that all technology equipment purchased is marked with permanent ink with the funding source, year of purchase, school name and program area or other descriptions as required.

WPSS Management, Information and Technology Response:

Centralize Purchases

To ensure compatibility with the District network, all hardware and software purchases are currently approved by the Computer Technology Department. This policy allows the Computer Technology Department to:

- Verify all technology orders meet the established manufacture, model number and negotiated price.
- Predetermine specifications and pricing and make available:
 - Cost savings
 - Faster Purchase Order generation
 - Expedited delivery and configuration of equipment

If an I.T. Audit Asset system is purchased, the IT department will then look to identify a location where we can:

- logistically take inventory and tag all equipment upon delivery to a central location
- effectively track and add all purchases to an inventory system
- provide reports that can be published and made available to all staff, before distribution
- Provide transparency and ensure that staff members are aware of the assets available to them
- Allow for a better control of the environment, and ensure accountability

Issuance of iPads and Laptops

Policies and procedures relating to iPad usage and tracking are not in place. There is a Teacher/ Staff iPad User Agreement that should be signed by the employee receiving the equipment. **Refer to Exhibit B – Teacher/Staff iPad User Agreement.** This form does not have a school supervisor signature line, therefore there was no documented approval by school supervisors for those employees issued iPads. There are no Agreements signed when a laptop is issued.

During our audit it was discovered that not all employee's assigned iPads were asked to sign the agreement because different departments did the ordering. School management did not understand the process of issuing the iPads since there was no procedure for them to follow.

The WPSS's Information Technology Department had some copies of these agreements but not all schools provided them.

Upon separation of employment there was not a process to ensure that any iPads or laptop equipment was returned.

Item ten of the Agreement states "All iPads will be collected at the end of the school year and wiped (restored to factory defaults)." Based on discussion with school management, IT clarified this item; it was determined that only the M Class iPads would be collected and reset.

This creates the risk that fraud could occur and not be detected.

Recommendation

- The Management, Information and Technology Department and School Management should ensure that a required documentation form is completed when issuing an iPad or laptop and the completed forms should be maintained in the IT Department and a copy at the school where the employee is located.
- We recommend that a school principal signature line be added to the form.
- We recommend that formal procedures be written and implemented to document the procedures for school management to follow regarding the issuance of the iPads and laptops.
- We recommend that formal procedures be written and implemented to document the procedures for school management to follow regarding the return of equipment upon separation of employment.

WPSS Management, Information and Technology Response:

The steering committee will develop and enforce policies and procedures relating to the tracking of iPads by:

- Ensuring all employees sign iPad user agreements upon acceptance of delivery
- Centralize ordering and delivery of all iPads
- Developing a separation of employment policy and procedures for returning equipment
- Developing a policy and procedure that will allow the tracking of iPad transfers between buildings

IPads Transferred Between Schools

IPads are being transferred between schools when management is transferred. The process that is followed now may leave one school with extra iPads and the other with not enough for the new individual hired.

Recommendation

- We recommend that all iPads be assigned to a building if an employee transfers the iPad should remain in the building.
- Policies and procedures issued should document this process.

WPSS Management, Information and Technology Response:

The steering committee will develop and enforce policies and procedures relating to the tracking of iPads by developing a policy and procedure that will allow the tracking of iPad transfers between buildings.

Disposition of Technology Equipment

Some of the reasons for disposal of technology equipment are that equipment is damaged and not economical to repair, obsolete and no longer useful, or that the equipment has been declared surplus and no longer necessary in carrying out the mission of the department.

The Purchasing Director requires departments to request authorization to dispose of this equipment. The authorization submitted to the Purchasing Director for approval requires a description and the serial number of the item. Although they submit the proper documentation to Purchasing there is no employee verification that the equipment listed has been disposed of correctly.

There were four laptops, three iPads and a flat screen television stolen from one of the elementary schools. The school and the WPSS IT Department knew who the equipment

was assigned to but was unable to document the serial number for the individual pieces of equipment.

The vendor that has the contract for the purchase of computers sets up the information in the computers and invoices the WPSS in bulk for the computers. The serial numbers are listed on the invoice but there may be thirty computers listed on the invoice and they may be distributed to thirty different locations making identifying the individual serial number impossible or very time consuming to track.

Since an inventory with serial numbers is not maintained and no entry is required, missing equipment is not reported to WPSS Information Technology.

Recommendation

- We recommend that all technology dispositions be centralized physically through the WPSS Information Technology Department.
- We recommend that formal procedures be written and implemented to document the procedures for school management to follow regarding the disposition of technology equipment.
- We recommend that a list be created and procedures be implemented to transfer equipment to other schools if they are no longer useful in one location.
- We recommend that the above procedures include the destruction of the hard drive in order to help ensure that sensitive information is removed.

WPSS Management, Information and Technology Response:

Disposal of Technology Equipment

The Computer Technology Center will reevaluate the current policy regarding the disposal of obsolete, nonworking, or beyond economical repair equipment and ensure the following procedures are enforced:

- When identifying technology that has exceeded its planned life, or no longer cost effectively serviceable it shall be decommissioned and disposed of by the I.T. Department of the Waterbury Public Schools.
- The I.T. Department will determine obsolescence's and decommission all Waterbury Public Schools owned/managed hardware and determine the most appropriate disposal and/or repurposing method.
- The I.T. Department will also document the disposal of district owned/managed equipment and maintain a record of the disposed equipment.

as well as student use according to their union contract. Some of the professionals purchasing this equipment are not school employees but are contracted through a vendor. To purchase applications for the iPads they purchase iTunes gift cards. **Refer to Exhibit C – Order for one Speech Pathologist for the 2014/2015 School Year.**

The Special Education professionals decide what applications to purchase. The receipts for the applications purchased are not submitted to the business office. Internal Audit was unable to obtain receipts for the applications purchased.

Recommendation

- We recommend that a formal plan be written and implemented district wide to standardize the purchase of software and applications.
- Forms should be completed by parents taking responsibility for the use of this equipment.

WPSS Management, Information and Technology Response:

iTunes Gift Cards Policy

The following guidelines will be published regarding iTunes Gift Cards:

- Purchases by teachers/staff with personal funds will not be reimbursed
- Purchases by the PTA for single iPad user will not be reimbursed
- District, department or school funds can be used to purchase iTunes Gift Cards, for the purchase of iPad software, only if the cards are shipped to the Computer Technology Center for disbursement and tracking.

Exhibits

**Exhibit A - Waterbury Public Schools Computer
Technology Statistics**

Waterbury Public Schools Computer Technology Center

By the numbers...

- 9796 PC's in the District- Today
- 1,113 Smart boards
- 2,000's of printer and peripherals ; IPAD's, Tablets, Documents Camera, Clickers, Scanners, etc....
- 26,000 work orders per year-
- 18,751 Students, 3,500+ staff
- 30 Schools, 1,500 Classrooms, 440 Offices

**Exhibit B - Waterbury Public Schools Teacher/Staff
iPad User Agreement**

Waterbury Public Schools

Teachers/Staff iPad User Agreement

Use Agreement

1. Teachers are responsible for the care and upkeep of the iPad and accessories.
2. Teachers/staff are responsible for reporting a lost or stolen iPad immediately. If the lost/stolen iPad is not recovered, the teacher/staff might be responsible for purchasing a new one. The teacher/staff might also be responsible for any lost or damaged iPad accessories.
3. Any need for repairs or reports of damage should go directly to the Computer Technology Center.
4. Teachers should not download personal content (apps, music, etc.) to the iPad they are assigned.
5. Any content deemed inappropriate or illegal will be removed by the tech Staff and costs incurred by a teacher for the content will not be recoverable. For example: a teacher downloads an iPad app and pays \$1.99 for the app. The tech department determines the app contains inappropriate content (sexually explicit, obscene, etc.) and removes it. The teacher will not be reimbursed for the app he/she purchased.
6. Use of camera and video apps on the iPad must be appropriate and legal.
7. Photos and videos taken during the school day must be educational in nature and purpose. Any content stored on the iPad (including photos or videos) must meet WATERBURY PUBLIC SCHOOLS policies of appropriate and legal.
8. The iPad may be scanned at any time by Waterbury Public Schools, administrators or tech staff to determine all content is appropriate and legal. All content on the iPad is subject to WATERBURY PUBLIC SCHOOLS policy and should never be considered private.
9. The teacher assigned iPad remains the property of Waterbury Public Schools. All iPads are assigned and inventoried to a building, not an individual. If a teacher transfers, the iPad must remain in the building.
10. All iPads will be collected at the end of the school year and wiped (restored to factory defaults).

(Print Name)

(Signature)

(Date)

(School)

(Serial Barcode)

**Exhibit C - Order for One Speech Pathologist
For The 2014/2015 School Year**

MEDICAID ORDERS FOR THE 2014/2015 SCHOOL YEAR

NAME:	SCHOOL: Kennedy High School
Shipping: \$0	Order Total Minus Shipping: \$2,586.85


VENDOR NAME: Apple
VENDOR ADDRESS:

ITEM NUMBER	ITEM DESCRIPTION	Number of Items	Cost Per Item	Total Cost
MD789LL/A	iPad Air Wi-Fi 32GB - Silver	3	\$599.00	\$1,797
HF952ZM/A	<u>LifeProof nüüd Case for iPad Air</u>	3	\$129.95	\$389.85
MF647LL/A	<u>iTunes Gift Card - \$100</u>	4	\$100	\$400

Agency - not in district anymore

Exhibit D - Auditee Responses

Memo

To: Sandra Mathena, City Auditor
From: Will Zhuta, IT Systems Administrator 
CC: Dr. Kathleen Ouellette
Paul Guidone
Gary Miller

Date: 11/30/2015

Re: I.T. Audit

In response to your audit report on the Waterbury Public School Information Technology Equipment, I have prepared the following written reply to your findings. In addition, I have outlined the corrective actions we plan to incorporate into future business processes.

I.T. Asset Management System

The Waterbury Public Schools understands that the current business process used to purchase technology assets is inconsistent and will re-evaluate its control systems, before providing revised procurement guidelines to staff. The Waterbury Public Schools understand that the most straightforward approach is to procure an Audit Asset Management System to track current assets, purchases and disposal of equipment and will evaluate the current budget to see if we can afford such a solution. In the meantime, the Computer Technology Center will:

- Form a steering committee that will be responsible for developing and implementing clearly defined Asset Management policies
- Redefine procurement procedures that delineates the custodial duties
- Developed an alternative method to track current inventories and
 - provide additional insight
 - provide accurate inventory reports
- resolve potential IT issues, quickly and efficiently by providing greater visibility into all IT assets
- Deploy a team to inventory all current assets

A developed IT Asset Management system requires a substantial investment in human and monetary capital. The IT Director will develop a cost proposal and request funding for an IT Asset Management System for the next budget cycle. Without an IT Audit Asset Management System and adequate personnel to support such a system, the IT department will not be able to effectively manage inventories and enforce policy and procedures.

Centralize Purchases

To ensure compatibility with the District network, all hardware and software purchases are currently approved by the Computer Technology Department. This policy allows the Computer Technology Department to

- Verify all technology orders meet the established manufacture, model number and negotiated price.
- Predetermine specifications and pricing and make available:
 - cost savings
 - faster Purchase Order generation
 - expedited delivery and configuration of equipment

If an I.T. Audit Asset system is purchased, the IT department will then look to identify a location where we can:

- logistically take inventory and tag all equipment upon delivery to a central location
- effectively track and add all purchases to an inventory system
- provide reports that can be published and made available to all staff, before distribution.
- provide transparency and ensure that staff members are aware of the assets available to them
- allow for a better control of the environment, and ensure accountability.

Disposal of Technology Equipment

The Computer Technology Center will reevaluate the current policy regarding the disposal of obsolete, nonworking, or beyond economical repair equipment and ensures the following procedures are enforced.

- When identify technology that has exceed its planned life, or no longer cost effectively serviceable It shall be decommissioned and disposed by the I.T. Department of the Waterbury Public Schools.
- The I.T. department will determine obsolescence's and decommission all Waterbury Public Schools owned/managed hardware and determine the most appropriate disposal and/or repurposing method.
- The I.T. Department will also document the disposal of districted owned/managed equipment and maintain a record of the disposed equipment.

iTunes Gift Cards Policy

The following guidelines will be publish regarding iTunes Gift Cards.

- Purchases by teachers/staff with personal funds will not be reimbursed
- Purchases by the PTA for single iPad user will not be reimbursed
- District, department or school funds can be used to Purchase iTunes Gift Cards, for the purchase of IPAD software, only if the cards are shipped to the Computer Technology Center for disbursement and tracking

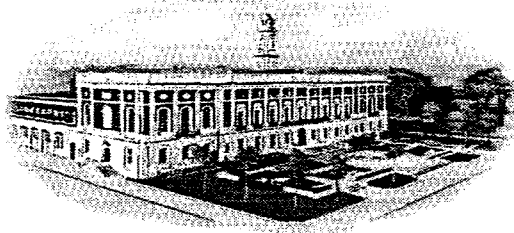
IPADs

The steering committee will develop and enforce policies and procedures relating to the tracking of iPads by

- Ensuring all employees sign iPad user agreement upon acceptance of delivery
- Centralize ordering and delivery of all IPADs
- Developing a separation of employment policy and procedures for returning equipment
- Developing a policy and procedure that will allow the tracking of iPad transfers between buildings

Exhibit B

Management Response



DEPARTMENT OF EDUCATION
THE CITY OF WATERBURY
CONNECTICUT

Management Response to Follow-Up Review

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March 29, 2023

Dear Joseph Garvis,

I am writing to thank you for your follow-up review of the 2015 I.T. Audit. As you may be aware, significant enhancements and procedures were developed in late calendar year 2020 and established in conjunction with substantial equipment needed for the District 1(student):1(device) initiative.

As the response details, we have developed and periodically revised a comprehensive set of guidelines and procedures to ensure everyone understands the processes involved. These guidelines and procedures include standard operating practices for Inventory Control, Device Receiving, Physical Security and Access Control, Technology Project Request Form, Staff Technology Maintenance, Staff Device Return, and School Device Disposal. These operating procedures and guidelines demonstrate our commitment to maintaining accurate and reliable records and ensuring that our systems and processes meet the highest standards.

Our operating processes ensure that all I.T. equipment is correctly logged into our asset management system, allowing us to track all I.T. equipment from purchase to disposal. This system has helped us monitor equipment usage and identify potential issues before they become significant problems. We provide training and support to ensure that all staff understands these procedures and the importance of maintaining accurate records.

As part of our commitment to maintaining accurate and reliable records, we review the asset management system to ensure that all data is up-to-date and accurate. We are committed to ensuring that our systems and procedures meet the highest accuracy, efficiency, and reliability standards. We appreciate your assistance in identifying areas for improvement, and we assure you that we take your findings seriously.

We look forward to reviewing your results and showing you the steps we have taken to address all concerns outlined in the 2015 Audit Report. Please do not hesitate to contact us with any further concerns or questions.

Respectfully,

Will Zhuta

Will Zhuta

Director of Technology, Education

Staff Technology Maintenance Procedures

Written Response to A.

Thank you for inquiring about our school district's technology equipment maintenance procedures. We are pleased to inform you that in 2020, we secured a location to process all orders centrally. We have implemented **Staff Technology Maintenance Procedures and Guidelines** to document the procedures defining the custodial duties related to technology equipment complying with the 2015 Audit request.

The **Staff Technology Maintenance Procedures and Guidelines** define the custodial duties of the District's Computer Technology Center (CTC) in maintaining and supporting technology equipment to ensure its proper functioning and provide high-quality technology services to users. It outlines procedures such as inventory tracking, configuration and security, technical support, training, backups and maintenance, vendor coordination, and performance monitoring. These procedures apply to all technology equipment supported by the CTC. **The CTC will maintain accurate records of repairs and upgrades**, and the operations will be reviewed annually and updated as needed.

We recognize the importance of having a well-documented technology maintenance plan to ensure that our equipment is maintained correctly and to reduce the risk of equipment failure or downtime. With this plan, we aim to promote a culture of proactive technology maintenance, which will ultimately benefit our students, staff, and the school district.

A. Staff Technology Maintenance Procedures

Purpose: These procedures and guidelines aim to define the Department of Education's Computer Technology Center's (CTC) responsibilities related to the maintenance, support, and security of technology equipment to ensure its proper functioning and to provide high-quality technology services to all users.

Scope: These procedures apply to all technology equipment supported by the CTC and all users who utilize technology equipment supported by the CTC.

Procedures:

1. The CTC is responsible for the maintenance and support of technology equipment, including but not limited to computers, printers, projectors, audio/visual equipment, and other electronic devices.
2. The CTC will maintain an inventory of all technology equipment under its support and ensure it is appropriately labeled, cataloged, and tracked.
3. The CTC will ensure all technology equipment is configured correctly, updated, and secured according to industry standards and best practices.
4. The CTC will provide technical support to all users who utilize technology equipment supported by the CTC. Technical support will be provided through a designated helpdesk and available during designated hours.
5. The CTC will provide regular training sessions to users on properly using technology equipment and develop and maintain user documentation to assist users with their technology needs.
6. The CTC will ensure that all technical equipment is backed up and that regular maintenance and backups are performed regularly.
7. The CTC will work with vendors and other technology providers to ensure that equipment is under warranty and coordinate with vendors for repairs or replacements when necessary.
8. Under its support, the CTC will maintain an accurate and up-to-date record of all repairs, replacements, and maintenance performed on technology equipment.
9. The CTC will regularly monitor and assess the performance of technology equipment and implement necessary upgrades and improvements to ensure the technology environment is efficient and effective.

Enforcement: Failure to comply with these procedures may result in disciplinary action up to and including termination of employment or loss of user technology privileges.

Asset Management System (Follet)

Written Response to B., C., H, I, L, and M

B, L. & M. Our asset management system provides a centralized control system for all district technology assets, including location, equipment type, assigned employee, and serial numbers. This system enables us to track and manage all technology equipment across the District. This system was purchased using ESSER I funds in December 2020.

C. We have addressed this inquiry by purchasing and implementing an asset management system in December 2020. Our asset management system allows technology staff to input and access data about technology equipment. The system is also regularly updated to ensure that all information is current and accurate. We are confident that our asset management system provides an effective solution for the centralized control of district technology assets.

H. Orders were shipped directly to schools before establishing our centralized intake center in December 2020. School building level administration was instructed to track purchases, funding sources, year of purchase, school name, and program area. Since implementing the District's asset management system in December 2020, we have taken additional steps to ensure proper financial management of equipment purchases. The District has implemented procedures and guidelines for uploading the funding source for all equipment purchases into our asset management system. This practice enables us to identify which devices were purchased with different funding sources, such as grants, donations, or district funds. By doing so, we can accurately track equipment usage and ensure compliance with funding requirements. This also allows us to make informed decisions about future technology investments based on funding availability and the needs of our students and staff. These processes are essential for ensuring proper financial management and accountability for all technology equipment within our District.

I. Starting in December 2020, implementing the asset management system for device issuance control has replaced traditional paper-based tracking methods and provides real-time monitoring and recording of device issuance. By doing so, we have increased the transparency and accuracy of the tracking process, making it easier to identify and address any discrepancies. In addition, the electronic system has reduced the need for manual data entry and document management, saving us time and resources. Adopting this electronic asset management system has enabled us to provide a more reliable, efficient, and secure way of tracking and managing device issuance.

Device Assignment and Transfer Procedures

Equipment Receiving Procedures

Written Response to D. & P.

The **Device Assignment and Transfer Procedures** were recently revised to outline better the procedures for the assignment, transfer, and responsibility of devices owned by the District. Employees are accountable for the devices assigned to them and should maintain, secure, and use them following District procedures. If an employee leaves or is terminated, assigned devices should be returned to the school or I.T. department. Devices are tracked and managed using an asset management system. The I.T. department is responsible for configuring, maintaining, and updating devices. In the event of loss, theft, or damage, the employee should report it immediately to their supervisor and the I.T. department. Periodic audits of device inventory are conducted to ensure compliance with this procedure.

Procedures for transferring equipment considered to no longer be applicable are found in the Device Disposal Procedure in our response to letters O. & Q.

The **Equipment Receiving Procedures** outline the steps to ensure that computer technology equipment and related items are received, verified, processed, organized, and accurately recorded and assigned to appropriate users or locations. **The procedure involves verifying the packing slip against what is received, checking the item, description, quantity, and condition, signing and dating the packing slip, entering items into P.O. spreadsheet, scanning and uploading packing slips, uploading items to the Asset management system with funding sources using the serial number as a barcode, and notifying requestors that their purchases have been received.** Since bringing our central location online and implementing the asset management system in December 2020, building techs began adding asset tags, updating items in Asset management system, and assigning them to the appropriate user or location. Samantha will verify that asset tags have been added and items have been assigned. Vitto will provide funding sources for received P.O.s, and Tom will put in work orders to deliver medium and large orders to schools.

D. & P. Device Assignment and Transfer Procedures:

1. Devices assigned to an employee are the responsibility of that employee and should be taken with them when they transfer to another school or department for employment.
2. Devices assigned to a building are the responsibility of the school or department that manages the building. If a device is moved to another facility, it should be transferred to that building's Inventory, assigned to an employee, or kept as a shared device.
3. Employees are responsible for ensuring assigned devices are properly maintained, secured, and used following the District procedures and guidelines.
4. If an employee leaves or is terminated, any devices assigned to them should be returned to the school or I.T. department for Inventory and reassignment.
5. Devices assigned to employees should be tracked and managed using the asset management system to ensure accurate inventory records and appropriate device allocation.
6. The school or I.T. department ensures that devices assigned to employees or buildings are correctly configured, maintained, and updated.
7. In the event of loss, theft, or damage to a device assigned to an employee, the employee should report the incident immediately to their supervisor and the I.T. department.
8. The I.T. department may conduct periodic audits of device inventory to ensure compliance with these procedures and identify potential areas for improvement or optimization.

By adhering to these procedures, we can ensure that all devices are properly tracked, managed, and allocated, providing the necessary tools for employees to carry out their duties effectively and efficiently.

D. Equipment Receiving Procedures

Purpose: These procedures ensure that all computer technology equipment and related items are received, verified, processed, organized, and efficient. These procedures also ensure that all equipment is accurately recorded and assigned to the appropriate user or location.

Procedure:

1. Verify the packing slip against what is received.
2. Check the item, description, quantity, and condition of packaging against the packing slip.
3. Sign and date the packing slip to acknowledge receipt.
4. The vendor sends a spreadsheet with serial numbers for each delivered purchase order
5. Send a list of received P.O.s to Vitto to obtain funding sources.
6. Enter the received items into P.O. spreadsheet models, including quantity and serial numbers for each P.O.
7. Scan and upload packing slips and link them to the spreadsheet.
8. Upload items to the asset management system with funding sources using the serial number as a barcode.
9. Contact the requestors to inform them that their purchases have been received and verify that they are ready to receive them at their locations.

For small orders, assign items to end users or buildings.

- The building techs will pick up and deliver the items, add asset tags, update them in the asset management system, and assign them to the user or location.
- The building techs will email Samantha to verify that asset tags have been added and items have been assigned.

Ask Tom to put in work orders to deliver to schools for medium and large orders.

1. Initiate resource transfer to the location.
2. When the school has received it, complete the transfer.
3. The building techs will add asset tags, update Asset management system, and assign the items to the user or location.
4. The building techs will email Samantha to verify that asset tags have been added and items have been assigned.

Responsibilities:

1. The receiving staff will verify the packing slip against what is received, sign and date the packing label, and enter the received items into the P.O. spreadsheet models.
2. The building techs will add asset tags, update items in Asset management system, and assign them to the appropriate user or location.
3. Samantha will verify that asset tags have been added and items have been assigned.
4. Vitto will be responsible for providing funding sources for received P.O.s.
5. Tom will put in work orders to deliver medium and large orders to schools.

Inventory Control Procedures and Guidelines

Written Response to E. & J

The Computer Technology Center (CTC) began coordinating with the schools in the Winter of 2022 to perform periodic inventory counts of Chromebooks to ensure all devices are correctly tagged, assigned to the correct Student, and in working condition. This process was critical to reconcile devices after implementing a 1 Device: 1: Student (1:1) Initiative in Spring 2021. During these checks, CTC staff members verify that each device matches the Chromebook count sheet and that students only use their assigned devices. Any discrepancies are investigated and updated accordingly. By implementing these checks, we can ensure that our Inventory is accurate and up-to-date and that students can access the devices they need for their education.

These procedures and guidelines are designed to ensure an accurate and up-to-date inventory of devices in the school district, prevent the loss or theft of school property, and provide students with the devices they need for their education.

To achieve these objectives, the plan outlines daily and weekly procedures for updating the device count sheet, verifying the Inventory, and managing the school Chromebook inventory. The CTC department manages the stock while building techs, school staff members, and teachers have specific responsibilities.

This plan has successfully achieved its objectives, and we will continue to monitor and improve our inventory control procedures as needed.

E. & J Inventory Control Procedures and Guidelines

Purpose: These procedures and guidelines aim to ensure that the Inventory of Chromebooks in the school district is accurate and up-to-date and that students only use the devices they have been assigned. By implementing these processes, we can ensure that students have access to the devices they need for their education and prevent the loss or theft of school property.

Procedure: Daily:

1. Update the Chromebook count sheet as devices are distributed or added to the Inventory.
2. The Chromebook count sheet should include information such as the device model, serial number, and the name of the Student assigned to it.
3. Distribute Chromebooks to students as needed.

Weekly:

1. Compare the numbers on the count sheet with the Inventory in the Asset management system.
2. If there are any discrepancies, investigate and update the count sheet accordingly.
3. Do a visual count to verify the numbers on the count sheet.
4. This should be done by a school staff member who is not responsible for inventory management.

School Chromebook Inventory:

1. Generate a list from each school of students who have more than one device assigned to them.
2. Use the Google Admin console to verify which device the Student is using and disable the device they are not using.
3. The building tech will determine if the Google Admin Console cannot verify the Student's device.
4. If a disabled device hasn't been used in over two months, mark it as lost in the Asset management system.
5. If a different student has recently used a disabled device, work with the building staff to retrieve the device.

Responsibilities:

1. The I.T. department will manage the Inventory and update the count sheet daily.
2. Building techs will work with the building staff to retrieve disabled devices recently used by a different student.
3. School staff members not responsible for managing the Inventory will be accountable for doing a visual count to verify the numbers on the count sheet.
4. Teachers and school staff members will distribute Chromebooks to students as needed.

Device Staff Return Procedures

Written Response to F. & K.

The District's Device Staff Return Procedures and the Human Capital's Employee Exit Interview Checklist (revised 4-12-2019) document the procedures for returning equipment upon employment separation. Staff Return procedures include clear and specific guidelines for school management to follow when employees leave the District. The methods require that all district property, including technology equipment, be returned to the appropriate supervisor or department before the employee's departure.

The procedure outlines the steps the supervisor or department should take to ensure that all equipment is accounted for and in working condition. This includes verifying the equipment's serial numbers, model numbers, and state and documenting the return of all items in writing.

F. & K. Staff Device Return Procedures

Purpose: These processes outline the procedure for school management to follow regarding the return of equipment upon separation of employment from the Waterbury Public Schools to ensure that all equipment is appropriately returned and accounted for.

Scope: This document applies to all employees who are separate from employment with the Waterbury Public Schools.

Procedures:

1. Before the separation of employment, the employee must return all equipment the Waterbury Public Schools issued to them. This includes but is not limited to computers, laptops, tablets, cell phones, and other electronic devices.
2. The employee must return all equipment in good working order and in the same condition, it was received. Any damaged or missing equipment must be reported to the employee's supervisor.
3. The employee's supervisor must conduct a physical inventory of all equipment issued to the employee to verify that all equipment has been returned and is in working order.
4. The employee's supervisor must complete an **Employee Exit Interview Checklist** to document the return of all equipment issued to the employee and email a copy of the completed form to the Human Capital or Human Resources Department. The employee must sign the form to acknowledge the return of the equipment.
5. The Equipment Return Form will be forwarded to the Computer Technology Center to update the inventory records.
6. If the employee fails to return all equipment, the value of the missing equipment will be deducted from the employee's final paycheck. In addition, legal action may be taken.

F. & K. Employee Exit Interview Checklist

School/Department: _____

Employee Name: _____

	<i>FIRST</i>	<i>MIDDLE</i>	<i>LAST</i>
• Building Keys		Date Rec'd _____	
• Security Badge		Date Rec'd _____	
• I.T. Equipment		Date Rec'd _____	Description _____
• Cell Phone		Date Rec'd _____	Description _____
• Vehicle/Keys		Date Rec'd _____	Description _____
• Equipment		Date Rec'd _____	Description _____
• Misc. / WAMS Parking Pass		Date Rec'd _____	Description _____

Please check all that apply: ☐ Voluntary Transfer ☐ Involuntary Transfer ☐ Resignation ☐

Retirement ☐ Termination

☐ Job Elimination ☐ Taking a Position in another District ☐ Relocation/Moving ☐ Continuing my Education

☐ Change in Career ☐ Care for a Family Member ☐ Other

Please provide Comments for Leaving:

Employee's Signature: _____

Items Collected by: _____

Effective Date of Termination: _____

Date Submitted to H.R.: _____

G. Reporting Procedures

The school district has recently implemented a Business Intelligence Software solution to help summarize data from the Asset Management System and provide reporting and availability of equipment.

The software offers District and school-level views, allowing administrators to track equipment usage and availability across multiple schools and monitor specific equipment within individual schools.

By implementing this solution, the District aims to improve its reporting procedures and better use the data it collects to inform resource allocation and equipment management decisions.

Effective reporting procedures are crucial for any organization that tracks and manages the equipment or other assets. By implementing a robust Business Intelligence Software solution, the school district is taking an essential step towards improving its reporting procedures and making better use of the data it collects. The District's adoption of this software is a positive step towards achieving this goal.

Device Disposal Procedures

Written response to N., O., & Q.

Since 2015, the District has continued implementing and revising the Device Disposal Procedures. These procedures outline the processes for disposing of all equipment owned by Waterbury Public Schools.

These procedures ensure that equipment is disposed of responsibly, focusing on destroying hard drives to protect sensitive information. Building or departmental technology staff review any requests for equipment disposition and prepare a letter of recommendation for approval by the Superintendent.

Before disposing of any equipment, the technology staff ensured that all data, including hard drives, were erased or destroyed. Because these procedures are reviewed and updated as needed, the District now utilizes a third party to destroy and wipe hard drives of District devices designated adequately for disposal. They also provide proof of their destruction. By following these procedures, we ensure that all devices are disposed of responsibly and securely to protect the privacy of our students, staff, and the school district.

In addition, it is essential to note that all device disposals are handled by the CTC (Computer Technology Center) team to ensure consistency and adherence to our Device Disposal Procedure. The CTC team is responsible for coordinating with the appropriate departments to arrange for the disposal of the equipment, as well as ensuring that all data, including hard drives, is securely erased or physically destroyed before disposal. This centralization of the device disposal process helps maintain high security and accountability, ensuring that all equipment is disposed of responsibly and under our procedures.

N., O., & Q Device Disposal Procedures

Purpose: This document outlines the procedure for disposing of equipment owned by the Waterbury Public Schools to ensure that all equipment is disposed of responsibly and securely, specifically the destruction of hard drives to remove sensitive information.

Scope: These procedures apply to all equipment owned by the Waterbury Public Schools.

Procedures:

1. Building or departmental technology staff will review any requests for the disposition of equipment, including but not limited to computers, laptops, tablets, cell phones, and other electronic devices.
2. The technology staff will document the equipment's serial number and item description and ensure it is appropriately labeled and identified for disposal.
3. The technology staff will prepare a letter of recommendation for the disposal of the equipment and forward it to the Superintendent of Schools and the Purchasing Director for approval.
4. Upon approval, the asset management system will be updated to reflect its status as "Retired." The technology staff will also coordinate with the appropriate department to arrange to dispose of the equipment.
5. Before disposing of any equipment, the technology staff will ensure that all data, including hard drives, is securely erased following industry-standard methods such as degaussing or shredding.
6. For hard drives that cannot be erased, the technology staff will arrange for the physical destruction of the hard drive, such as by using a certified destruction service that will shred, melt or pulverize the drive to ensure that sensitive information cannot be recovered.
7. These procedures will be reviewed annually and updated as necessary to reflect changes in equipment owned by the Waterbury Public Schools and procedures. Any changes to this procedure will be communicated to all affected parties.

By adhering to these procedures, we can ensure that all devices are disposed of responsibly and securely, with particular attention paid to the destruction of hard drives to remove sensitive information and protect the privacy of students, staff, and the school district.

Technology Project Request Form

Written Response to R.

Since 2018, The **Technology Project Request Form** is a document that must be completed by any member requesting assistance or resources from the I.T. department for a technology-related project before purchasing or signing a contract. The form encourages careful decision-making, establishes consistency regarding hardware and software upgrades, and ensures technical and instructional support for these resources.

The form contains various fields, including the name and contact information of the requestor and vendor, estimated and annual costs, funding account, and a description of the need for the contract addresses.

The form also includes a timeline for the RFP release, vendor selection, contract negotiation, and project implementation, sections for data privacy, project goals and objectives, resources needed, and District systems and departments that the project may affect.

R. Technology Project Request Form

Members requesting assistance or resources from I.T. to implement a project must submit a technology Project Form before being approved to move forward.

The Technology Committee investigates hardware/software for the K-12 technology curriculum. To help with this task, the committee created this process and document. This process:

- Supports teachers as they choose software and hardware for instruction.
- Encourages careful decision-making regarding new hardware and software at the building and district levels.
- Establishes and maintains consistency regarding upgrading hardware and software in our schools.
- Ensures technical and instructional support for hardware and software.

Requestor

Name:		Email Address	Phone #
Department			
Preferred Completion Date			

Vendor

Name:		Email		Phone #	
Estimated Cost		Annual Maintenance Costs		Annual Support Costs	
Does the Grant Support Recurring Costs			Yes/No		
Funding Account		Accounting Unit		Single or Multi-Year Contract	Yes/No
Is this a new or continued service?			Yes/No		
If yes, is the rate the same as the previous contract?				Yes/No	
If the service is a professional development program, can the training be provided internally, by district staff?				Yes/No	
If not, why not?					
How will the contractor's performance be evaluated?					

Description and Business Case: (What specific need does this contract address?)
How does it align with the District Strategic Plan:
Goals and Objectives of the Project:
Success Criteria:
Departments it could or will benefit:
Resources Needed: (I.T., Curriculum, Operations)

What District Systems might the project requirements or affect?

Will confidential information be collected:
Data Privacy Link, FERPA Link, and HIPAA Link

<u>Process Timeline Dates</u>	<u>RFP Release</u>	<u>RFP Committee Review</u>	<u>RFP Vendor Selection</u>
<u>Contract Dates</u>	<u>Negotiation Window</u>	<u>Board of Ed Approval</u>	<u>Board of Alderman Approval</u>
<u>Project Dates</u>	<u>Implementation</u>	<u>Training</u>	<u>Expected Go Live</u>

RFP Checklist

Data Privacy Policy	Hosted (SaaS)
Training/Professional Development	On Premise- Hardware and Tech Specs
Support Services	Milestones and expected Project completion Dates
Maintenance	Licensing Costs

Chromebook Procedure and Guidelines

Written response to S.

The Waterbury School District is revising its Technology Use Agreement to ensure students can access technology to improve their educational experience while promoting responsible use.

As part of this effort, we have developed a new draft procedures and guidelines document that integrates technology into the educational program to improve teaching and learning and increase student engagement. The draft procedures and the Technology Use Agreement are attached to this response for your review.

The draft Chromebook guidelines lay out responsibilities, so Students know that the Chromebook is the property of the Waterbury School District, and students must comply with the procedures and guidelines provided. Under the draft procedures and policies, students who attend classes qualify for a district-owned Student Chromebook and must sign and return the Chromebook Permission Slip, agreeing to abide by the expectations outlined in the Student Chromebook Guide and the Acceptable Use Policy.

The guidelines and procedures remind students that there is no expectation of privacy in use or data stored on a district-owned device. If a student transfers to another district or withdraws or terminates enrollment, they must return the Chromebook or be charged the total replacement cost.

Students are responsible for the general care of the Chromebook, and the procedures and guidelines outline the consequences and costs of damage, loss, and theft of the device or charger.

Payments for a replacement Chromebook, laptop, charger, or other damaged district property can only be accepted using the following payment method: Cashier's Check, Money Order, or Cash; personal checks are not accepted. Annually, parents are required to sign the Technology Use Agreement.

S. Current -Technology Acceptable Use Agreement

Dear Parents and Guardians,

Throughout this school year, your child will be utilizing various technology tools to enhance their learning experience in the classroom. The following is a technology agreement that covers specific terms of technology use to be followed. Please read this over with your child, sign, and return the last page to your child's teacher.

Purpose Statement

This school year, your child will have access to the following technology equipment:

- Chromebook
- Access to Google Drive, Docs, Slides and other Google Apps
- Access to the Internet
- Access to interact with other classmates
- Access to all classwork at school and at home

These technology tools allow teachers to expand instructional methods and enhance instructional delivery, enrich student performance, and increase student engagement. Internet access is available to all students and teachers, offering various educational opportunities. The school district complies with the Children's Internet Protection Act. It has installed technology protection measures for all computers in the school district, including computers in media centers/libraries that block and filter content.

Students will be educated throughout the school year on appropriate online behaviors, including correctly accessing materials and how to interact with others accordingly.

As a school community, we invite families to consider the role the media plays in your family. Portions of this agreement encourage students to maintain open communication with parents and begin identifying limits for their screen time usage. We encourage families to use this document periodically throughout the year to reinforce expectations in their own homes. As a school, we recognize that our young students will make mistakes, and we encourage students to be honest and open about these stumbles. We hope that your family will see the missteps our youngsters may make as opportunities, not disappointments.

Student Technology Agreement Terms

As a student of the Waterbury Public Schools, I promise to use technology tools correctly and responsibly. I agree to follow these rules:

I, _____, will:

... take care.

I will use all technology tools responsibly and carefully.

... be honest

I will use technology tools, and the Internet at school for teacher-approved schoolwork only.

I promise to obey the copyright laws and not take credit for someone else's work.

... stay safe.

I will not give out personal information about myself or others on the Internet.

I will only share my passwords with my teacher or parents; I will not use another student's password to access their account.

I will not download, view, send, or display inappropriate pictures or messages.

I will tell an adult if I see or read something inappropriate, dangerous, or makes me feel uncomfortable.

... think first.

I will use technology tools to interact with others appropriately.

I will not use technology tools to tease, harass, frighten, or bully anyone; I will be an upstander and report any inappropriate incidents to a trusted adult

I will make sure that what I share is something I don't mind showing my parents.

I understand that everything I do online can be traced back to me and can never be fully erased.

I will also respect the rules for technology use in my home. I will:

... stay balanced.

I will help my family set media time limits that make sense, and then I will follow them.

... communicate openly.

I will talk to my family openly and answer any questions they have honestly.

I will tell my family if I have made a mistake online or need help.

Consequences

Should a student be found to have violated these Terms or utilized technology improperly in any way, consequences may be applied. As with our typical discipline procedures, all infractions will be handled individually, and the application of consequences will be determined by the school principal. Consequences may include, but are not limited to:

- conversations with teacher/principal
- conferences with parents
- loss of computer privileges
- reimbursement to the District for materials lost/damaged

Students: I have read this agreement and understand all of the school rules and consequences related to using computers and the Internet at Waterbury Public Schools. I know that my work on the computer is not private and that use of the computer and Internet is a privilege, not a right. I also understand that my family has expectations for using technology at home. I will do my best to be a good digital citizen.

Student Name (Print) _____

Student Signature _____

Teacher _____

Grade _____ **Date** ____/____/____

Parent/Guardian: I have read and discussed this Technology Acceptable Use Agreement with my child. I permit for my child to use technology tools, and I understand that it is a privilege for my child to utilize them. I agree that my child will do his/her best to follow the rules and will abide by the consequences if any rules are broken. I will do my best to help my child become a good digital citizen.

Parent/Guardian Name (Print) _____

Parent/Guardian Signature _____

Date ____/____/____

S. Student Chromebook Procedures and Guidelines-Draft

The Chromebook program focuses on providing students with tools and resources. Our mission is to integrate technology as a part of the educational program for our students to improve teaching and learning and increase our students' engagement in the classroom. Teachers will incorporate technology, so students learn to communicate, collaborate, think critically, and be creative in the classroom.

Students who are actively enrolled and who attend classes qualify for the use of a District-owned Student Chromebook. To use this Chromebook, students must abide by all of the expectations in the **Student Chromebook Guide** and the **Acceptable Use Policy** and **Parents & Students (Grade PK-12)** **must sign and return the Chromebook Permission Slip** before the Chromebook can be issued to their child.

A Chromebook is a personal computer running Google Chrome O.S. as its operating system. Chromebooks are designed to be used while connected to the Internet and support applications like Google Docs that reside on the Web, rather than traditional P.C. applications like Microsoft Office and Photoshop that reside on the machine itself. The equipment includes the following items and accessories.

- **Chromebook**
- **One (1) A.C. adapter (with power cord)**

The Waterbury School District is the legal title holder and shall at all times remain as such. Your right, possession and use of the borrowed device is limited to, and conditioned upon, your full and complete compliance with the expectations detailed in this **Student/Parent Handbook** and the **Acceptable Use Policy**. The device is maintained and loaned by the District so there is no expectation of privacy in use or data stored on a District owned device.

Returning the Chromebook

If a student transfers to another district, withdraws, or terminates enrollment for any reason, the Student must turn in their Chromebook or they will be charged the full replacement cost. **Failure to turn in the Chromebook to the School's Main Office on the last day of attendance will result in the Student being charged the full replacement cost and their school records will be held.**

Damage		
Issue	Action	Cost
Damage (1st Instance)	A report must be made immediately to the administration.. The device must be returned to the school so that a replacement device may be issued.	\$ 0.00
Damage (2nd Instance and additional instances))	A report must be made immediately to the administration. The device must be returned to the school so that a replacement device may be issued after payment has been received for the repair. Loss of privileges of using the Chromebook may occur such as the following:	Damaged keyboard - \$90 Damaged screen - \$180 Chromebook and charger - \$453

	Limiting participation in the Chromebook program May not be permitted to take the device home	Missing charger - \$22
Lost Device		
Issue	Action	Cost
Lost Device (1st Instance)	A report must be made immediately to administration	Chromebook and charger - \$453 Chromebook Only- \$ 431 Charger Only - \$22
Lost Device (2nd additional instances)	A report must be made immediately to administration	Chromebook and charger - \$453 Chromebook Only- \$ 431 Charger Only - \$22
Theft		
Theft (1st Instance)	A report must be made immediately to administration and a police report MUST be filed with the local police department. A copy of that report MUST be brought to administration.	With a copy of the police report \$0.00 No copy of the police report Chromebook and charger - \$453 Chromebook Only- \$ 431 Charger Only - \$22
Theft (2nd and additional instances)	Loss of privileges of using the Chromebook may occur such as the following: Limiting participation in the Chromebook program May not be permitted to take the device home	Chromebook and charger - \$453 Chromebook Only- \$ 431 Charger Only - \$22
Charger		
Damage/Loss of Chromebook Charger	A report must be made immediately to administration: If damaged the power cord must be returned to Administration	1st Time - \$0.00 Additional losses - \$22 per charger

Payments

Payments for a replacement Chromebook, Laptop, Charger, or other damaged district property can only be accepted using the following payment method; **Cashier's Check, Money Order, or Cash;** **Personal Checks not accepted.**

- Cashier checks or money orders must be made to the City of Waterbury, Board of Education.

- Cash payments cannot be accepted in the Business Office. Please deposit the cash into your school activity fund. Then make a check payable to the City of Waterbury, Board of Education, and send it to the Business Office, attention Sandy McCasland.

Care of the Chromebook

Students are responsible for the general care of the Chromebook they have been issued by the school. Chromebooks that are broken or fail to work properly must be reported to a teacher or administrator as soon as possible so that they can be taken care of properly. The Chromebook should **NEVER** be taken to an outside computer service for any type of repairs or maintenance.

General Precautions

Students are expected to use the device and accessories provided in a responsible, ethical and legal manner:

- Stickers and other markings on the outside of the device will not be allowed.
- No food or drink should be near the Chromebook.
- Cords, cables, removable storage and headphones should be carefully inserted into the device.
- Chromebooks should not be used or stored near pets, water or any other liquid, food, potential weather hazards (rain/snow/sun), or left in vehicles where there may be extreme cold and heat.
- Objects should never be placed on top of the Chromebook.
- Chromebooks are NOT to be taken inside the restroom or locker room.
- Never swap or share the Chromebook with another student. Students are responsible for their assigned device.
- Do not download or install any software or other materials.
- Chromebooks should only be used while on a flat and stable surface.
- Keep the Chromebook secured or attended to at all times.
- Do not record video or audio without the permission of the teacher and when doing so, it must be for educational purposes.

Transporting Chromebooks

- Do not leave headphones plugged in and inside the Chromebook when closing it as this may cause the screen to break.
- Never pick up the Chromebook with the screen open.
- Never leave the computer in your car.
- Students are liable for all damages and theft after their second incident.

Storing your Chromebook

- The Chromebook must not be used in the cafeteria during lunch. It should be locked in the classroom.
- Students attending or participating in physical education class and/or extra curricular activities should leave Chromebooks in a secure location (unless requested by the teacher to have the Chromebook in class).
- Students attending or participating in activities outside of school should exercise extreme caution to protect the Chrome-book from harm.
- When students are not monitoring their Chromebooks, they should be stored in their backpacks or classroom Chromebook lockers.
- Under no circumstances should a Chromebook be stored in unsupervised areas. Unsupervised areas might include the school grounds, the cafeteria, unlocked classrooms, library, locker rooms, dressing rooms, hallways, bathroom, in a car, or any other area that is not securely locked or in which there is no supervision.
- Unsupervised Chromebooks will be confiscated by staff and taken to the Principal's office.

- The Student, not the District, is responsible for the safekeeping and protection of Chromebooks.

Screen Care

- The Chromebook screen can be damaged if subjected to heavy objects, rough treatment, some cleaning solvents, other liquids, etc. Screens are particularly sensitive to damage from excessive pressure (heavy items on top of the Chromebook, earbuds or a pen or pencil left in the Chromebook, etc.).
- Do not store or carry the Chromebook with the screen left open (lid up).
- Do not place anything on the outside that will press against the cover.
- Make sure there is nothing on the keyboard before closing the lid (pens, earbuds, etc.)
- Only clean the screen with soft, dry microfiber cloth or anti-static cloth

Asset Tags

- All Chromebooks will be labeled with a District asset tag.
- Asset tags may not be modified or tampered with in any way.

Damages, Repairs and Warranties

All Chromebook problems must be reported to the School Administration. The District will repair or replace damaged equipment resulting from normal use.

Repair Procedures

- Students who need to have their Chromebook repaired or replaced should leave the device with the School Administration.
- The School Administration will document the issue for the Technology Department.
- If one is available, a loaner Chromebook will be issued to the Student. Care of the loaner Chromebook is the Student's responsibility and all Chromebook guidelines apply. If repair is needed due to malicious or repeated damage, the school may refuse to provide a loaner or re-issue a Chromebook.
- Students will be notified when their Chromebook has been repaired. Repaired Chromebooks can be picked up at the School Office.

Software and Security

All Chromebooks are supplied with the latest build of Google Chrome Operating System (Chrome O.S.) and many other applications useful in an educational environment. The Chrome O.S. will automatically install updates when the computer is shutdown and restarted. The District does employ a centralized management system that is utilized to change security settings, update software, and add or remove applications. Students are prohibited from disabling, modifying, circumventing or altering management settings or content filters.

Content Filter

The District utilizes an Internet Content filter that is in compliance with the federally mandated Children's Internet Protection Act (CIPA). All Chromebooks, regardless of physical location and Internet connection will have Internet activity filtered. Despite the filter, the District cannot guarantee that all controversial or inappropriate materials will be blocked. Repeated attempts to access inappropriate materials may result in disciplinary action at the discretion of building administration.

EDUCATIONAL USE

School-issued Chromebooks should be used for educational purposes. Students are to adhere to the Acceptable Use Policy and all of its corresponding administrative procedures at all times.

Using the Chromebook at School

The Chromebook is intended for use at school every day. In addition to teacher expectations for Chromebook use, students may be asked to access school messages, announcements, calendars, handbooks and grades using their Chromebook. Students are expected to bring a fully charged Chromebook to school everyday and bring the Chromebook to all classes unless specifically advised not to do so by their teacher. Students who fail to bring the Chromebook to school are responsible for getting the coursework completed as if the Chromebook were present

User Settings and Preferences

- Inappropriate media may not be used as Chromebook backgrounds or themes. Examples of inappropriate media include, but are not limited to, the presence of guns, weapons, pornographic materials, inappropriate language, alcohol, drugs, gang-related symbols or pictures. The use of any inappropriate media will result in disciplinary action.
- Sound must be muted at all times unless permission is obtained from a teacher.
- Headphones may be used at the discretion of the teachers.
- Students should have their personal set of headphones for sanitary reasons.

No Expectation of Privacy

Students have no expectation of confidentiality or privacy with respect to the usage or content of a district issued Chromebook, regardless of whether that use is for district-related or personal purposes, other than as specifically provided by law. The District may, without prior notice or consent, log, supervise, access, view, monitor, and record use of student Chromebooks at school. Chromebooks are subject to confiscation at any time and without prior notice. At no time will webcams be used to monitor students. By using a Chromebook, students agree to such access, monitoring, and recording of their use.

Account Access

- Students will log into their Chromebooks using their school-issued Google Apps for Education account.
- Students must never share their Google Apps for Education account password with others, unless needed by building administration to address emergent or time-sensitive issues.

Using the Chromebook Outside of School

Students may use the Chromebooks at home and other locations outside of school. A WiFi Internet connection will be required for the majority of Chromebook use; however, some applications can be used while not connected to the Internet.

Laptop/Chromebook/Tablet Repairs

All required repairs for Chromebooks/Mobile Devices will be processed by the Waterbury Public Schools Technical Support Department.

DO NOT attempt to repair the Laptop/Chromebook/Tablet yourself.

Management Response to I.T. Inventory not Reconciled

Since December 2020, the I.T. equipment reconciliation process has been well-documented in our Inventory Control Procedures, Equipment Receiving Procedures, and Device Assignment Procedures. These procedures ensure that our I.T. equipment purchases and Inventory are reconciled with recent orders:

- Inventory Control Procedures outline the process for maintaining accurate inventory records, including regular physical counts, reconciling variances, and investigating any discrepancies.
- Equipment Receiving Procedures detail how we receive, inspect, and reconcile newly purchased I.T. equipment with the corresponding purchase orders.
- Device Assignment Procedures explain how we assign I.T. equipment to users and ensure that the inventory records are updated accordingly.

We take inventory reconciliation seriously and are committed to maintaining accurate and reliable records of our I.T. equipment.

Management Response to Follett Data Warehouse

The WPS takes data integrity seriously and has implemented processes and procedures to address and correct concerns.

Within the last several months, our data cleansing procedure for duplicates and blank serial numbers, as outlined in the Follett Data Cleansing Procedure for Duplicates and Blank Serial Numbers and Inventory control Guidelines and Procedures, provides a clear and concise guideline for managing data inconsistencies in our system. The procedure involves investigating each duplicate item to determine which Student, if any, is using the device, deleting the duplicate item that is not associated with the Student using the device, and ensuring that the barcode used on the remaining item is the most current. Additionally, our Guidelines and Procedures instruct techs to use the standard serial number to avoid creating duplicates and to search for items by serial number before adding them to the system.

Moreover, our data input Guidelines and Procedures outline the necessary controls for data processing and reporting activity in Asset management system. This Guidelines and Procedures include procedures for validating data input, maintenance, and correction to ensure data reliability. It also provides data processing and reporting guidelines, such as handling confidential information and avoiding data manipulation.

The outlined processes and policies provide sufficient controls to assess data reliability in Asset management system and ensure consistent and accurate data input, processing, and reporting.

Follett Data Cleansing Procedure for Duplicates and Blank Serial Numbers

Duplicates:

- Investigate each duplicate item to determine which Student, if any, is using the device.
- Delete the duplicate item not associated with the Student using the device.
- If students are not using both duplicates, delete the duplicate with the least amount of history.
- Ensure that the barcode used on the remaining item is the most current.
- Instruct interns and techs to use the standard serial number (the first 8 digits for 500e devices) to avoid creating duplicates.
- Before adding new items, search for them by serial number to avoid creating duplicates.
- If a scan of the serial number gives the long number, search for both the long and short serial numbers.

Blank Serial Numbers:

- Try to locate the serial number using the Google Admin Console.
- Search by student username for devices they have used.
- Search Asset management system by serial number. If the Student has used a device that matches the description, and the serial number is not in Asset management system, it might match what the Student has.
- For items assigned to students, send a list to each building tech, asking them to verify the Student's device.
- If the barcode matches, update the serial number in Asset management system.
- If the barcode does not match, investigate the device by asking the following questions:
 - Is it in Asset management system and assigned to a student?
 - How long has the Student had the device?
- If the Student has had the device for a long time, it is probably the same device, and the one with the blank serial number will be deleted.

Management Response to Physical Security and Access Control Procedures for Harper Ave Facilities

Draft Physical Security and Access Control Procedures for Harper Ave Facilities are currently being workshopped and reviewed to respond to your recommendation that we assess physical security and access controls at Harper Ave.

It should be noted the locks to Harper Ave have been changed, and the master keys no longer work.

Swipe badge access is being reviewed to ensure only personnel requiring access to the Harper Ave facility have access.

Keys to Harper Ave are only given after a work order has been generated for the request. The employee must then go to Harper to pick up the key and sign acknowledging receipt that they received the key. Keys for Harper are only assigned to Trades personnel and Supervisors or any other School Inspector's office employee assigned to the Harper Ave facility.

DRAFT-Physical Security and Access Control Procedures for Harper Ave Facilities

Purpose: This Guidelines and Procedures aim to establish guidelines for managing access control and physical security for Harper Ave Facilities to ensure that only authorized individuals can access the facilities. This Guidelines and Procedures also outline procedures for issuing, controlling, and accounting for keys used to access the facilities.

Scope: This Guidelines and Procedures apply to all employees, contractors, vendors, visitors, and others accessing Harper Ave Facilities.

Physical Security:

1. All entry points to Harper Ave Facilities will be secured with locks, access control systems, and other security measures to prevent unauthorized access.
2. All employees and contractors will be issued I.D. badges that must always be worn visibly in the Harper Ave Facilities.
3. Surveillance cameras will be installed at critical locations within Harper Ave Facilities to monitor activity and assist with investigations of any security breaches.
4. All employees and contractors must report any security incidents or concerns to their supervisor immediately.

Access Control:

1. Access to Harper Ave Facilities will be granted only to authorized individuals with a legitimate business need to be in the facility.
2. Access will be granted based on job function and level of clearance, restricted to only areas necessary to perform the individual's duties.
3. Access to Harper Ave Facilities will be revoked immediately upon termination of employment or contract.

Key Control:

1. All keys used to access Harper Ave Facilities will be issued by the Facilities Manager or designated representative.
2. Keys will be assigned to individuals based on their job function and level of clearance.
3. Keys will be marked with a unique identifier for critical tracking and inventory management.

4. Keys will be returned to the Facilities Manager or designated representative upon the termination of employment or contract.
5. Lost or stolen keys must be reported immediately to the Facilities Manager or designated representative.
6. Regular essential audits will be conducted to ensure all keys are accounted for

Enforcement:

- Failure to comply with these Guidelines and Procedures may result in disciplinary action up to and including termination of employment or contract.
- Any suspected Guidelines and Procedures violation should be reported to the Facilities Manager or designated representative for investigation.

Review: The Facilities Manager or designated representative will review these Guidelines and Procedures annually to ensure their effectiveness and relevance. Any necessary updates or revisions will be made at that time.

Management Response to Follett User Permissions and Segregation of Duties

This Standard Operating Procedure (SOP) establishes guidelines and procedures to maintain data integrity within Destiny Resource Manager for managing 1:1 devices since December 2020. The SOP encompasses various aspects, including staff, barcoding, cataloging, funding sources, distribution, collection, Inventory, and reporting.

Implementing the SOP involves delineating the roles and responsibilities of staff in managing resources. Additionally, the SOP defines user permissions and segregation of duties to promote accountability and prevent unauthorized access to data. This involves creating District and school access levels and resource groups. By separating responsibilities for resource management tasks and functions, the SOP aims to minimize the risk of errors, fraud, or malicious activities.

Adhering to the guidelines outlined in the SOP is crucial to maintaining data integrity and safeguarding sensitive information. Overall, the SOP promotes a culture of accountability and responsibility among district resource management staff.

Follett Procedures and Guidelines Review Procedure

Purpose: This Standard Operating Procedure (SOP) aims to maintain data integrity within Destiny Resource Manager by establishing guidelines and procedures that facilitate levels of accountability and reporting. The SOP should be reviewed and updated annually.

Scope: This SOP applies to the management of 1:1 devices and covers the following facets: staff, barcoding, cataloging, funding sources, importing, distribution, collection, Inventory, forecasting, and reporting.

Roles and Responsibility: The following table outlines the roles and responsibilities for the implementation of this SOP:

Role Responsibility

Destiny Administrator Ivan Alvarez

District Users - I.T. Supply Team -

Site Users - I.T. Techs

Essential Business Functions:

- The following tasks and functions are essential to resource management in the District:
- Analyze resource management tasks and procedures for the District.
- Manage user accounts and access levels.
- Develop detailed barcode guidelines based on best practices.
- Create data entry flowcharts.
- Establish a general resource description master record template for devices.
- Create an item record template for devices.
- Identify funding sources for device procurement.
- Distribute devices at the district and school levels.
- Collect devices at the district and campus levels.
- Conduct an inventory process and procedures.
- Generate reports.

Procedure Name Task Person Responsible

- | | |
|--|----------------------------|
| • Access Levels Create/assign district/campus access level | CTC IT Team |
| • Resource Groups Create/assign resource groups. | I.T. Supply Team |
| • Create device resource records at the school level. | I.T. Supply/ITTechs |
| • Barcodes -Barcode new or previously un-barcode items. | I.T. Teams |
| • Distribution Distribute devices via District and campus staff. | I.T. Teams |
| • Assign or check out | I.T., School Admin |
| • Inventory Collect all devices to be inventoried. | I.T. Supply Team |
| • Check the condition of the devices. | I.T. Supply Team |
| • Scan into Destiny Resource Manager. | I.T. Supply/ITTechs |
| • Reports Determine District and campus-level reporting needs. | Multi-Staff |

From: noreply@cabe.myenotice.com on behalf of CABA Policy Highlights
<noreply@cabe.myenotice.com>
Sent: Monday, June 12, 2023 9:59 AM
To: Carrie Swain
Subject: CABA Policy Highlights 6-9-2023

EXTERNAL MAIL- Think before you Click. More than 90% of successful cyber attacks start with a phishing email. This email originated from outside the District.



CABA Policy Services

CABA Policy Highlights

Jody L. Goeler, Senior Staff Associate for Policy Service

The topic for June 9, 2023 issue of the CABA Policy Highlights is **Student Representatives to the Board of Education Technology Update.**

There are some valuable links that are provided in this issue of the Policy Highlights, including a link to CABA's sample Policy #9160 on "Student Representatives on the Board of Education."

Please click this link to download the PDF version of this Policy Highlights.

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Connecticut Association of Boards of Education

Jody I Goeler, Senior Staff Associate for Policy Service

PRESENTS POLICY HIGHLIGHTS

June 9, 2023

Student Representatives to the Board of Education Technology Update

In a recent report in the Ct Mirror on a unanimous Board of Education vote to keep two library books on shelves after challenges, a student at the special board meeting commented, “Kids like me die when policymakers politicize and eradicate our stories. Books like these offer a path forward – a way to live – when it seems impossible.” There has been a lot written recently on book banning efforts across the country. This statement from a wise and courageous student stopped me in my tracks, as it cut right to the truth as it relates to policy; it has the power to either open or close doors – to empower or disenfranchise.

Back in March, CABE’s policy department developed a model policy ([9160](#)) for Boards considering adding a bylaw to include Student Representatives on the Board of Education. While adding student voice to the Board provides ongoing opportunities for boards to stay informed and remain in tune with student experiences and perspectives related to school governance, it is important to ensure students assuming this important role are prepared and ready to do so. To that end, CABE is partnering with the Connecticut Association of Schools (CAS) in developing protocols to assist boards in onboarding student representatives.

Assisting in this work are Melinda Lu, graduating senior at Amity High School and recent CAS Intern and Cherese Miller-Odukwe, Student Activities Director at CAS. While our collaboration will continue over the summer, we have currently organized our efforts around establishing recommendations to support an effective application process, onboarding and mentoring opportunities, development and capacity building, and reflection. We are also developing a tool boards can use to access feedback from the student representative to inform more effective practices ensuring greater student agency, impact, and collaboration. Specifically, learning from student representatives on how they learned about the position, what they thought of the selection process, the degree to which their mentor helped fulfill their duties, and ways they collected information and input from a broad range of students can help a board develop and embrace a more informed deliberative practice. We look forward to providing boards this tool upon completion as the 2023-24 school year begins.

In addition to reviewing and analyzing the new legislation resulting from the recently concluded legislative session to update relevant board of education policies, CABE’s policy department will continue its work updating model policies related to technology – especially as it relates to recent developments in AI. Recent reports indicate that cities, communities and counties are beginning to issue a range of interim generative guidance in this area.

Boston, for example developed guidelines encouraging staff to employ “responsible experimentation” where Seattle’s interim policy outlines a more cautious approach. The national conversation from the halls of Congress to local government and community schools centers on what responsible AI use might be. Seattle’s Interim Policy, in its “Impact Statement” notes, the use of generative AI systems with the city “can have unanticipated and unmitigated impacts.” Therefore, it adds that the intended guidelines are to “minimize issues that may arise from the use of this technology while additional research and analysis is conducted.”

We are fortunate in Connecticut to have outstanding leadership in the area of educational technology. Executive Director, Doug Casey, and the members of the Connecticut Commission for Educational Technology continue to do outstanding work providing updates on a broad range of policy recommendations and opportunities to strengthen instruction and broad range of district applications. CAFE’s policy department will continue to coordinate its technology policy updates with the work of the Commission and its recommendations. In the meantime, these two links provide timely resources with insights, recommendations and examples of exemplary policies related to digital learning and the emergence of AI.

- [Guidance on District Policy Revisions to Support Digital Learning](#)
- [Artificial Intelligence and the Future of Teaching and Learning](#)